



**** PUBLIC NOTICE ****

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, June 6, 2019, 6:15 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

**City Council will be in attendance at the Lake Cities Chamber Spring Mixer located at the CoServ Pavilion
7701 Stemmons, Corinth, Texas from 5:00 p.m. until 6:00 p.m.**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Interview Michelle McNally for membership on Keep Corinth Beautiful (KCB).
2. Hold a discussion on Amending Building Permit Fees.
3. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

ADJOURN WORKSHOP SESSION

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

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

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

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.

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 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.
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.
8. Receive an overview and demonstration of the City's new website.
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.
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.
11. Consider and act on an agreement with ICHOOSR,LLC Texas Power Switch Program
12. Consider and act on appointment to the Keep Corinth Beautiful Commission.

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

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 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.

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.
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.

ADJOURN:

Posted this 31st day of May, 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 2.

City Council Regular and Workshop Session

Meeting Date: 06/06/2019
Title: Discussion on Building Permit Fees
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** N/A
City Manager Review:
Strategic Goals: Land Development

AGENDA ITEM

Hold a discussion on Amending Building Permit Fees.

AGENDA ITEM SUMMARY/BACKGROUND

HB 852, signed by Governor Abbot on May 21, prohibits cities from using valuation as a basis for deriving permitting fees. Staff is proposing updates to the City's fee schedule to derive its permitting fees on a square footage basis. The conversion will generate the same revenues as prior based on value.

RECOMMENDATION

N/A

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 06/06/2019
Title: May 9, 2019 Workshop Session
Submitted For: Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from the May 9, 2019 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the May 9, 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 May 9, 2019 Workshop Session minutes.

Attachments

Minutes

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

On this the 9th day of May 2019 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 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
Lowell Johnson, Council Member
Don Glockel, Council Member
Tina Henderson, Council Member
Scott Garber, Council Member

Members Absent:

Others Present

Larry Patterson, UTRWD, Exec. Director
John Pierce, UTRWD, Manager

Staff Members Present

Bob Hart, City Manager
Kim Pence, City Secretary
Patricia Adams, Messer, Rockefeller, & Fort
Helen-Eve Liebman, Planning and Development Director
Ben Rodriguez, Planning and Development Manager
George Marshall, City Engineer
Lee Ann Bunselmeyer, Finance and Communications Director
Shea Rodgers, Technology Services Manager
Jerry, Garner, Police Chief
Angie Watson, Utility Billing Supervisor
Stephanie Constant, Senior Utility Billing Tech
Jason Alexander, Economic Development Director

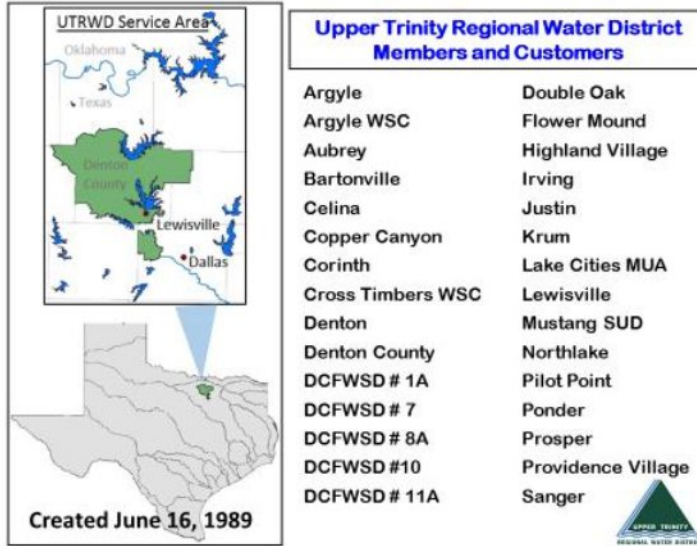
CALL TO ORDER:

Mayor Heidemann called the meeting to order at 5:45 p.m.

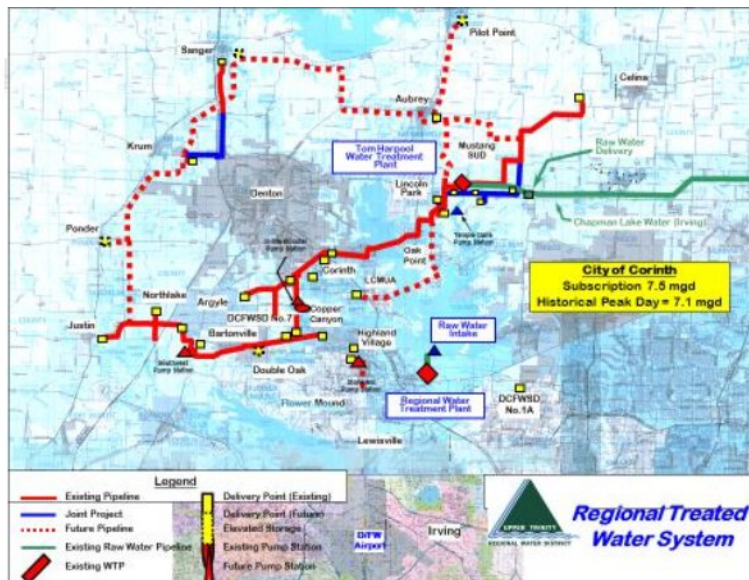
WORKSHOP BUSINESS AGENDA:

1. Upper Trinity Regional Water District overview.

Larry Patterson, UTRWD, Exec. Director - gave a presentation on Upper Trinity Regional Water District. (UTRWD)



We have been around for almost 30 years. Our first service began in 1996. We have 25 Board Members which includes two from the County.



We import from Chapman Lake about 90 miles away but we have our flood plant in Lewisville. We have a dedicated pipeline that takes water up to the northern plant (Harpool Plant). We spread out all the way to Justin and up to Celina. The purple lines are contracted lines where we buy water from Denton temporarily to serve Sanger and Krum. We have long term plans to connect these lines eventually to loop the county and meet the service needs.



Water Reclamation Plants



We have four water reclamation plants. The Riverbend Plant has just been expanded to 4.0 MG and located near Navo Road and along the creek area. The Doe Branch Plant serves Celina, Prosper and Mustang, Providence Village and Savanna. The Peninsula Plant serves Oak Point, portions of Cross Roads, mainly the areas off of Highway 380. The Lakeview Plant is a stable plant and that is the plant that serves Corinth.

Significant Programmed Projects

Water:

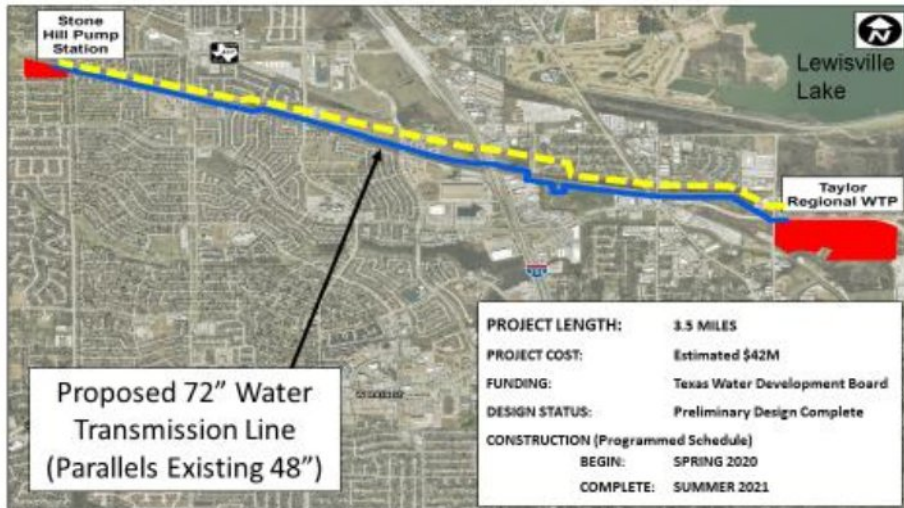
- Parallel Pipeline from Taylor WTP to Stone Hill P.S.
- Lake Ralph Hall Development

Wastewater:

- Doe Branch Plant – Expansion Project
- Lakeview System – Rehab Conveyance System
(air valves, lift stations, etc.)
- Peninsula Plant – Begin Design to Expand Plant

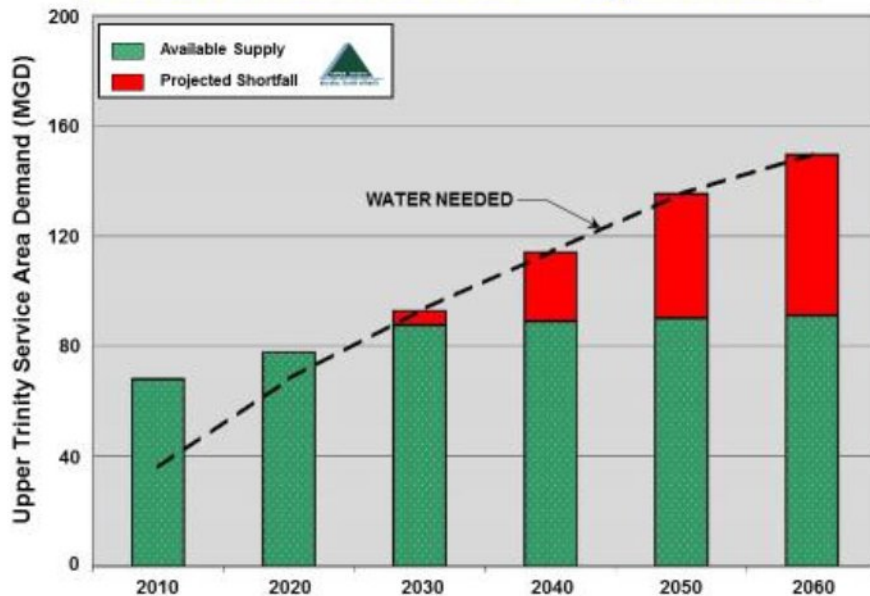


72" Parallel Water Pipeline Project

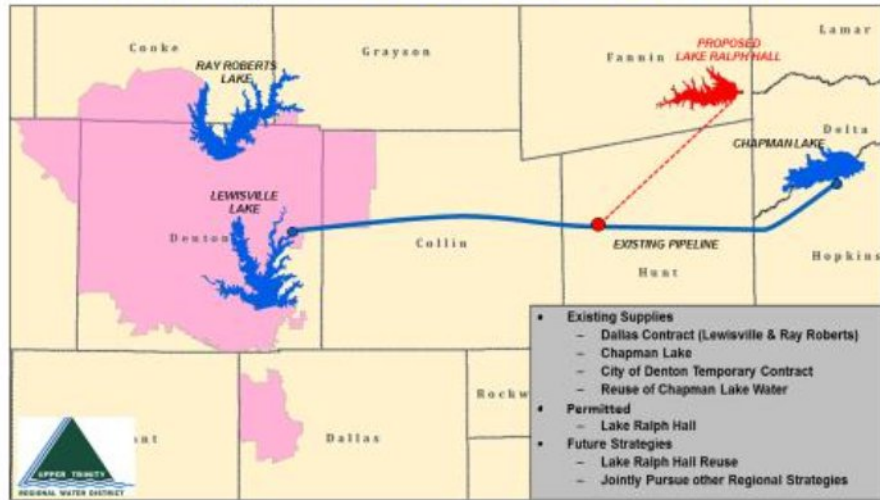


We need a parallel system to bring the treated water to that pump station. This is going to be a major tunneling effort underneath Interstate 35 and in several other places. The money is already in escrow for this program.

Water Resources Projections



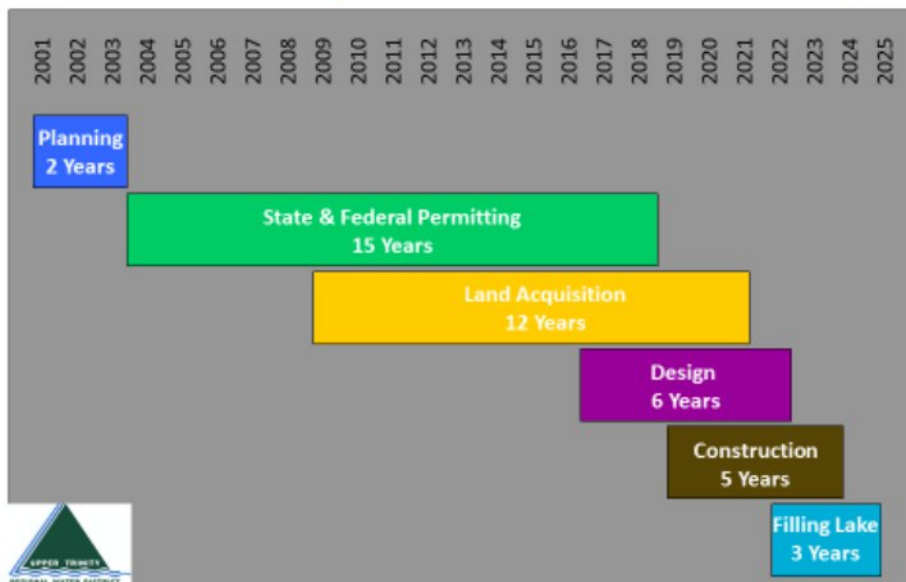
Upper Trinity Regional Water District Water System Service Area & Sources



Lake Ralph Hall was permitted in 2013. This was a ten year process to get here and now we are working on fully developing that project.

Lake Ralph Hall reservoir is about the size of Grapevine Lake. It will produce about 20% more water than Grapevine because of the rainfall, it is located about 60 miles northeast of McKinney. We will be constructing about a 35 mile pipeline and connect to the existing pump station that we jointly utilize with Irving.

Lake Ralph Hall Schedule



Next Steps for Lake Ralph Hall



We expect the mitigation Plan review finalized in August. We should acquire the permit by the end of the year. We have master agreement with the Water Development Board to fund up to 80% of the total project, we have the funding for the land acquisition engineering but we don't have the land for the 35 mile pipeline, it will be something in the order of 60 to 100 foot strip for 35 miles. The final design construction will be after that.

Water Conservation Coordination

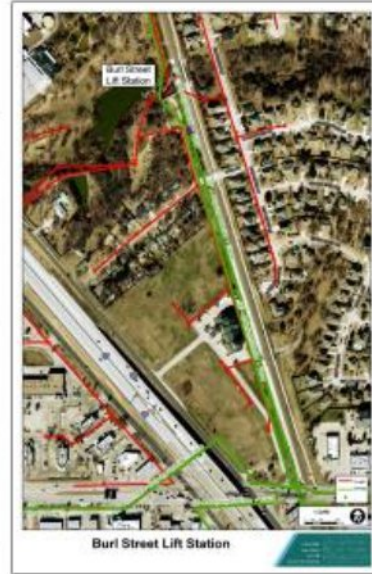
- **Corinth's Rebate Program**
- **'Water My Yard' Program**
- **Free Irrigation System Check-ups**



The City just completed updating your water conservation plan and submitted your reporting to

the state. It is a five (5) year cycle and we are happy to see the City of Corinth is one of the first cities to turn it in.

Burl Street WW - Lift Station



Investigation On-Going
Facility Serving City of Corinth



There is a couple of pipelines that connect down to Swisher that tie into the main wastewater force main that we have that go to the Lakeview Plant. Burl Street is a pump station that serves Corinth. We just recently found some corrosion and initiated a study to do a quick assessment to make sure we don't have a problem. We will be working with the City on this and have already coordinated a meeting next week to start the process.

Mayor Heidemann - when will Lake Ralph Hall impact our cost structure?

Larry Patterson, Exec. Director UTRWD - It already has a little bit. What we have done is take advantage of what you call board participation, where the state loans us the money, then they stagger pushing the cost out and when there is more customers will be paying. In essence it takes about 13 years when you really pay full principal and interest. The state carries the delta during that period. In the case of the engineering contracts, they gave us a loan and we don't have to pay anything for eight (8) years and this will be the third year into the eight years.

In regard to the other projects, they are triple A bond rating so we get the best bond rating they can and then they reduce up to two points off of that. The big impact, the last study we did, we are working through that now, in September we will be giving a presentation to the Board of Directors to give a five year look ahead and at that time, we are looking at something in the order of a 3% to 5% rate increase during that five year period. That is a total increase not just related to Lake Ralph Hall. It is incremental and we have set up a rate stabilization fund and if we are fortunate this past year, it has rained a considerable amount but we have a special provision in our contract with Dallas and it says if Lake Lewisville is spilling we can buy their water at an interruptible rate, we are buying their spilling water not their primary water and so we would get that at half price. During those periods we save money. You will see an impact but it will be a

gradual impact. Essentially it will be 3% to 5% for the next several years and that is what we are shooting for starting in 2021. We are looking forward to inviting Corinth to the groundbreaking of Lake Ralph Hall and it will be a great day and we will let you know when that happens.

2. Receive a report, hold a discussion, and provide staff direction on the Water and Wastewater Rates.

Bob Hart, City Manager - this is a continuation of our conversations we have had about our rates. If you recall at our last meeting you wanted us to look at the senior rates and we brought to you an option to look at a 2,000 gallon account for senior rates and then make that corresponding reduction and the fixed cost in the minimum bill.

Lee Ann Bunselmeyer, Finance Director - at the last Council meeting, we talked about different options about catering or changing the rates just for the select amount of individuals that were using 1000 or less gallons. When we went back to look at it, it is very problematic. They may use 1,000 gallons one month and during the summer it goes up to 5,000 gallons and there is different people at different times and their volume is changing, to be able to capture that would be very difficult on an administrative standpoint and our system cannot handle that.

When we do rates we have to do it by class and by a group. So because of that we are down to two options: One, leave the rates as they are or to do a 41% of fixed costs where we would drop the base rate down to \$37.17 and allow 2,000 gallons a month in the minimum bill. We have seniors with 1 inch meters, 3/4 meters and for those if you change the rates, and our recommendation would be to leave those as is under the current rate structure.

Senior Rate - 5/8 x 3/4 Meter

	City Base Rate	UTRWD Base Rate	Total Base Rate	
Current – 50% of fixed costs	\$13.35	\$31.27	\$44.62	Includes 5,000 gallons in Minimum Bill
Option A - 41% of fixed costs	\$5.90	\$31.27	\$37.17	2,000 gallons in minimum Bill

So when you look at the comparison, it would provide a small discount to those that are 1,000 gallons or less at \$7.45 and also at 2,000 gallons or less at \$7.45. Their total bill would be \$37.17. You would have a decreasing difference to 3,000 and 4,000 gallons at \$5.30 and \$2.65. At 5,000 gallons is where it would be no change.

Impact - Option A

Rate Tier	Current Total Water	Option A Total Water	Difference	Loss in Revenue	Average # of Accts per Month
1,000	44.62	37.17	(7.45)	(\$4,335)	49
2,000	44.62	37.17	(7.45)	(9,417)	105
3,000	44.62	39.32	(5.30)	(8,766)	138
4,000	44.62	41.97	(2.65)	(4,166)	131
5,000	44.62	44.62	-		90

Total Loss of Revenue = \$26,685

Revenue Requirements

	Current Rate Revenue	2020	2021	2022	2023
Water Utility Revenue Requirement	\$8,375,275	\$7,654,376	\$7,710,294	\$8,219,959	\$8,386,527
Revenue Shortfall		\$720,899	664,981	\$155,316	(\$7,205)
Wastewater Utility Revenue Requirement	\$3,391,088	\$4,077,369	\$4,114,817	\$4,192,187	\$4,289,447
Revenue Shortfall		(\$686,281)	(\$723,728)	(\$801,099)	(\$898,359)
Overall Revenue Overage/ (Shortfall)		\$34,618	(\$58,747)	(\$645,783)	(\$909,611)

Option A Impact= \$26,685

The total loss of revenues to your utility system, if you opted for this it would be \$26,685 less revenue that we would be collecting on an annual basis.

When we looked at our revenue requirements you do have a base mark projections a small surplus of \$34,000, when we look at our revenues to expenditures for next year so you could do that without impacting your rates for your 1 but obviously for your 2, 3, and 4, you would have to look at how we

would structure our rates in those years to make up that difference.

Councilmember Garber - there was no way to manage the donation program?

Lee Ann Bunselmeyer, Finance Director - we contacted the City of Denton and they do not actually manage that program themselves. There is a non-profit agency and they refer individuals to that agency and they will come in and step in and pay on the residents behalf for however long the negotiated it for.

Councilmember Garber - so we could offer something like that?

Lee Ann Bunselmeyer, Finance Director - we would have to find someone that would handle that yes. In a municipality you cannot give away the water and so that is why the City cannot offer that program and you would need a third party organization to help families that are in need.

Councilmember Garber - it just seems to me, if there is maybe 10 accounts and one or two of them called in... \$28,000 a year is an aggressive fix to something that may not be a problem for more than \$400.00 a month.

It was the consensus of the Council to leave the rates as is until next year.

3. Overview of the "Neighbors by Ring" social media program.

Jerry Garner, Chief of Police - if you look at our Strategic Plan, one of the things we want to improve on is communication. There is a program we would like to get involved in with Council's approval called Neighbors by Ring. Ring is the outfit that do the security doorbells and they do other types of security as well.

This social media application allows citizens and law enforcement agencies to share information and crime prevention tips as part of a modern-day, digital Neighborhood Watch program. The program is offered for no charge to both citizen users and participating law enforcement agencies.

The program has millions of users nationwide and has proven useful in capturing burglars, porch package thieves, and trespassers. Agencies in this area already participating in the program include the Dallas, Frisco, Richardson, and Plano Police Departments.

The program allows citizens to share with law enforcement images captured with home cameras, including the increasingly popular doorbell cameras. The agreement signed with the Ring Company specifies that law enforcement cannot receive the images without the citizen's approval. Ring is a home security provider and an Amazon company.

The Police Department plans to launch the program within the next two weeks. It will be accompanied by a news release and posts on the Department's social media sites.

4. Discussion on trash pickup procedures and the timing of trash carts and bulk item placement on curb for pick up.

Ben Rodriguez, Planning and Development Manager - the majority of the cities in our immediate area have some form of pick up requirements. Currently Corinth has no requirements and that means someone can leave their trash out all week and our staff would not have a mechanism to ask them to put it up. What staff recommends tonight is to adopt a requirement similar to other cities.

The following information is required from our surrounding cities. They are all typically around a 24 hour period.

City	Receptacles/Bags Placed on Street No Earlier Than...	Receptacles Retrieval from Street By...
Hickory Creek	6:00 p.m. day prior to collection	8:00 a.m. day following collection
Lake Dallas	6:00 p.m. day prior to collection	None
Highland Village	6:00 p.m. day prior to collection	6:00 p.m. day following collection
Denton	The day of collection	8:00 a.m. day following collection
Corinth	None	None

City	Receptacles/Bags Placed on Street No Earlier Than...	Receptacles Retrieval from Street By...
Flower Mound	8:00 a.m. day prior to collection	8:00 a.m. day following collection
Lewisville	7:00 a.m. day prior to collection	7:00 a.m. day following collection
Little Elm	7:00 p.m. day prior to collection	7:00 a.m. day following collection
The Colony	6:00 p.m. day prior to collection	8:00 a.m. day following collection

The other component is where the containers are placed on the property and we surveyed the following cities on the placement of containers on non-pickup days.

City	Receptacles/Bags Placed behind front building line or screened
Hickory Creek	Behind the front building line No screening required

Lake Dallas	Not Specified
Highland Village	Behind the front building line No screening required
Flower Mound	Behind the front building line No screening required
Denton	Out of public view except on day of pick up
Lewisville	Behind the front building line No screening required
Little Elm	Behind the front building line No screening required
The Colony	10 feet behind front building line

It looks like the majority of the cities require the placement to be behind the front building line so they are a little bit out of site when you drive through the neighborhood.

What we are proposing tonight is the containers used for waste or recyclable materials, and bulk waste items shall be stored to the side or rear of a residence when not placed for collection at the designated pickup time, 8:00 a.m. on the day before the designated day of pickup and to remove waste and recycling receptacles by 8:00 a.m. on the day following the designated pickup.

It was the consensus of the Council to move forward with staff's proposal.

5. Hold a discussion on the National League of Cities (NLC) Service Warranty Line Program.

Bob Hart, City Manager - The National League of Cities offers a utility line warranty program for residents of member cities. The program is offered to residents directly by the NLC program and all payments and handling of service requests are done by the NLC program. There is no cost or work to be borne by the city, nor does the city receive any royalty payment or rebate with the program.

Program Benefits:

- Only Service Line Program Endorsed by the National League of Cities
- Helps address the public policy issue of aging infrastructure
- No cost for the Municipality to participate
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign

- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

Fees for the service are:

- External water service line warranty - \$5.25/month
- External sewer/septic line warranty - \$7.25/month
- Interior plumbing and drainage warranty - \$9.49

Scope of the service:

- External water service line from the meter and/or curb box to the external wall of the home.
- External sewer/septic line warranty from the exit point of the home to the main or covers septic lines if applicable.
- Interior plumbing and drainage includes water supply pipes and drainage pipes with the interior of the home

Mayor Heidemann - if someone has a sewer problem they contact the city and if they have this insurance program who would they contact? Does the city coordinate from that point?

Bob Hart, City Manager - if you have a service line problem between your house and the main then you call the insurance folks, they will send a contractor out there and they will fix it. The city is never a player. Now, the city could be if they are replacing the tap into the sewer main, then they would have to go through the city to get a permit and we would inspect it. We would inspect whatever work is done.

6. Hold a discussion on the Lake Cities 4th of July Parade.

Bob Hart, City Manager - what we have historically done is got convertibles from Bill Utter Ford and that is an option for you. Hickory Creek does the trailers and I want to remind you we will also have eleven visitors here from Cambodia for the parade so we want to incorporate them into whatever you decide to do so they can ride in the parade.

Councilmember Henderson - last year we all had our separate cars and Hickory Creek was all together and to me it looks better if we are more in unity. It would be fun to decorate a trailer if we could find one and I wanted to see what the rest of the Council thought about that.

Bob Hart, City Manager - we don't have flatbed trailers so we would have to pick up one from somewhere else.

Councilmember Garber - I like the idea and I think that would be a lot of fun. I now the kids would love it if we could get a trailer that is large enough to have that many people which should be very easy. I think it would be fun to try it this year.

Councilmember Glockel - I have a 25 foot flatbed you are welcome to use.

Mayor Heidemann - let's do it.

7. 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.

Public Hearing Item #6 Discussion:

6. The Corinth City Council will conduct a Public Hearing to consider testimony and act upon an amendment to the City's Unified Development Code, Section 2: Zoning Regulations, Subsection 2.10: Zoning Procedures, 2.10.07 Certificate of Occupancy.

Councilmember Glockel - I thought that anytime a building changed hands, if the power was turned off then our company turned it back on and notified that city what was going on and the city would have to give them a permit to turn it back on?

Ben Rodriquez, Planning and Development Manager - the city has to call and release the meter to be turned on but it does not require that they come and register with us and get a new certificate of occupancy. It opens up a situation with like today, you can have a Mc Donald's change into a Burger King and they would not have to get a new fire inspection or building inspection until their next annual inspection whenever that is due. There could be a six month period where we are not entirely sure on how things are being operated or who is operating business in that building.

A lot of this comes up when you have change of ownerships in a building but the tenant remains the same and if there is a fire or some kind of event at that building it would allow staff to know exactly who to reach out to for the owner of the building or potential tenant.

Councilmember Glockel - if the tenant changes, I understand that. If I sell the building and the same tenants are in there, you want to get a new certificate of occupancy from them because the tenant does not change?

Ben Rodriquez, Planning and Development Manager - they would need to come in and register so we would know who owned the building at that time.

ADJOURN:

Mayor Heidemann adjourned the meeting at 6:50 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: 06/06/2019

Title: May 9, 2019 Regular Session

Submitted For: Kim Pence, City Secretary

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 May 9, 2019 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the May 9, 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 May 9, 2019 Regular Session minutes.

Attachments

Minutes

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

On this the 9th day of May 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
Scott Garber, Council Member
Lowell Johnson, Council Member
Tina Henderson, Council Member
Don Glockel, Council Member

Members Absent:

None

Staff Members Present

Bob Hart, City Manager
Jerry Garner, Chief of Police
Shea Rodgers, Technology Services Manager
Helen-Eve Liebman, Planning and Development Director
Ben Rodriguez, Planning Manager
Jason Alexander, Economic Development Corporation Director
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 7:10 p.m., Councilman Garber delivered the invocation and led in the Pledge of Allegiance.

PROCLAMATION:

Mayor Heidemann read into the record and proclaimed May 12-18, 2019 as National Police Week in the City of Corinth.

CONSENT AGENDA:

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

1. Consider and act on minutes from the April 4, 2019 Workshop Session.
2. Consider and act on minutes from the April 4, 2019 Regular Session.
3. Consider and act on minutes from the April 18, 2019 Workshop Session.

4. Consider and act on minutes from the April 18, 2019 Regular Session.
5. Consider authorizing the Corinth Police Department to join the "Neighbors by Ring" social media program

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

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

MOTION CARRIED

CITIZEN'S COMMENTS:

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

No one spoke

PUBLIC HEARING:

6. The Corinth City Council will conduct a public hearing to consider testimony and act upon an amendment to the City's Unified Development Code, Section 2: Zoning Regulations, Subsection 2.10: Zoning Procedures, 2.10.07 Certificate of Occupancy.

Helen-Eve Liebman, Planning and Development Director - Staff is proposing amendments to the City's Certificate of Occupancy requirements for new and existing commercial structures/uses. Currently, businesses and commercial structures are only required to obtain a Certificate of Occupancy "C/O" when a new commercial structure is built or substantially remodeled, and when a change of use occurs within a building or leased space. Ex. restaurant to office. But a change in tenant that does not result in a change of use does not require a new C/O. Ex. McDonald's to Burger King.

This makes it difficult for staff to track who is conducting business in a particular location. It also makes it difficult for staff to determine who owns specific commercial structures throughout the City so that the owner could be contacted in the event that there is a fire or other form of emergency regarding the building or property.

Staff is proposing that moving forward whenever a building has changed ownership or a new tenant has taken over a lease space then a new Certificate of Occupancy be required. This will allow our building and fire inspectors to inspect the structure to determine that no improvements will be required prior to the buildings occupancy and that the proposed use is in compliance with the City's Zoning, Building and Fire ordinances.

Finally, the proposed change will ensure that the City has an up to date point of contact for the structure and any associated tenants.

Staff compared Corinth with many Cities throughout the Metroplex. In our research it was determined that Corinth was the only City not requiring a new Certificate of Occupancy upon a change in ownership or tenant of a commercial building.

At the Planning and Zoning commission meeting on March 25, 2019 the Commission unanimously recommended their approval of the changes as presented. Staff recommends approval as presented

Mayor Heidemann opened the Public Hearing at 7:12 p.m. No one spoke during the Public Hearing. Mayor Heidemann closed the Public Hearing at 7:12 p.m.

MOTION made by Councilmember Johnson to approve the amendment to the City's Unified Development Code, Section 2: Zoning Regulations, Subsection 2.10: Zoning Procedures, 2.10.07 Certificate of Occupancy as presented. Seconded by Councilmember Glockel.

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

MOTION CARRIED

BUSINESS AGENDA:

7. Consider and act on an ordinance of the City of Corinth approving an amendment to the fiscal year 2018-2019 budget and annual program of services to provide expenditures of funds to pay for street improvements; and providing an effective date.

Bob Hart, City Manager - this budget amendment is for item #8, we put out for bid at thirteen locations around town. We were about \$175,000 short on the low bid and that is why you see a budget amendment. The reason it is in this order is because you cannot award a bid in which there is not an appropriation of funds. The recommendation would be to amend the budget to reflect expenditures to pay an additional \$175,000 for street improvements.

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

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

MOTION CARRIED

8. Consider approval of the contract from BMFB Concrete for street repairs, funded from the 1/4 Cent Sales Tax.

Bob Hart, City Manager - On April 9, 2019 sealed bids were opened for the repaving of 2,619 square yards of concrete paving at various locations in Corinth. Seven bids were received as follows:

BMFB Concrete - \$260,275
Don Smith Concrete - \$272,245.05
Level One Paving - \$280,138
GRod Construction - \$290,337

SPI Asphalt LLC - \$303,090
Cam-Crete Contracting - \$343,077
PaveCon Public Works - \$545,997.67

All locations are concrete paving which show severe structural failures far beyond the capacity of city staff to repair. We have received resident complaints on many of these locations and staff is not capable of performing such large scale pavement repairs with a five-man street department.

\$125,000 was budgeted in the 2019 1/4 Cent Sales Tax fund for street repairs, resulting in a need for a budget amendment. The current fund balance of the 1/4 Sales tax Fund is approximately \$1.2 million and a budget amendment of \$175,000 will be required and requested.

This will make the 2019 1/4 Cent Sales Tax street repair budget \$300,000 to cover the present contract repairs. This will allow a balance for 2019 of \$39,725 to address other road failures which may be necessary to repair before the end of the fiscal year.

Staff recommends award of the contract for the 2019 street repairs to BMFB Concrete in the amount of \$260,275.00 and authorizing the City Manager to execute the agreement.

MOTION made by Councilmember Henderson to approve and award the contract to BMFB Concrete for street repairs, funded from the 1/4 Cent Sales Tax. Seconded by Councilmember Garber.

AYES: Burke, Garber, Johnson, Henderson, Glockel

NOES: None

ABSENT: None

MOTION CARRIED

9. Consider and act upon a tree mitigation plan on property legally described as A0915A MEP & PRR, TR 10(PT), A0833A E. MARSH, TR 27, 2.875 ACRES, OLD DCAD TR 3A #8A 10A and A0153A BBB & CRR, TR 2 (FM 2181 Commercial Development)

Ben Rodriquez, Planning and Development Manager - The applicant is wishing to prep the property located on FM2818 for future commercial development. The property is located approximately 900 feet west of Parkridge Drive and is directly adjacent to the Acme Brick property.

The property is hampered by significant topographical changes that make development in its current state challenging. The applicant is proposing earthwork improvements that will smooth the site out and prepare it for future commercial development.

The earth work improvements will require that a substantial number of trees be removed from the site and due to the small size of the site the applicant has no room to replace all of the trees being removed on site and is requesting a fee in lieu to be paid to the City to mitigate the trees that are unable to be replaced.

The way our Ordinance is currently written, it states that if trees are within a future building pad, a driveway or a utility easement then they are exempt from this calculation. In this instance, since the owner will not be constructing a building today, staff is trying to work with him on a middle ground to see how the site could develop and include those areas that could be excluded from mitigation.

Originally the written quote we received was for 200 trees in the amount of \$50,000. Earlier this week

we had some discussions with the owners engineer and we believe we could reduce those down to about 152 trees to be mitigated which will reduce that fee to about \$38,740 instead of the original \$50,000.

There are two options that Council can take and staff is proposing a fee of \$38,740 to remove 553 Caliper inches which is roughly equivalent to 152 trees. What this exempts is areas for potential building pads, driveways, utility easements as they provide to us. As far as those building pads in those areas go, today the owner will not be constructing those buildings but at least gave the owner some relief from the fees.

The other option Council can look at levy the fee in lieu based on the trees that will be removed today and not provide exemptions for future building pads on site since they will not be building those today. If Council wished to levy that fee it would be roughly \$4,000.

Staff is recommending to go with the lower of the two numbers which does account for how the site could develop in the future and that would be in the amount of \$38,740 to replace an equivalent of 152 trees.

Lawrence Holdart, 3201 Windridge Lane - our intent for the site now is for the purpose to determine the best site plan layout and we are excited to push forward as soon as we can get the property to where we can market it. This property has a lot of elevation change to it and due to that elevation change it is hard to get any investor to invest in the property. We plan to grade the site, level it out and let people see the full potential of it. We plan to preserve the trees in the back and preserving that atmosphere.

MOTION made by Councilmember Garber to approve a tree mitigation plan on property legally described as A0915A MEP & PRR, TR 10(PT), A0833A E. MARSH, TR 27, 2.875 ACRES, OLD DCAD TR 3A #8A 10A and A0153A BBB & CRR, TR 2 (FM 2181 Commercial Development) in the amount of \$38,740. Seconded by Councilmember Henderson.

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Councilmember Glockel - tonight will be my last official meeting as Council and I would like to thank staff, the Council and Mayor and Mr. Hart, City Manager. It has been rewarding and I have enjoyed the four years as a member of the Council. By title we had a City Manager but we never did then and we do now. We have an excellent City Manager and we have replaced nearly every director in the organization for one reason or another, they moved on to better things or whatever the reason is but every time that a director left, the person that came in was better and the only two directors that I think we have, and have not replaced is the Finance and the Human Resource Director and that is probably because we thought we couldn't find a better one. Continue doing a good job and I will see you around.

Bob Hart, City Manager - at your place you have the packet for the meeting on Tuesday, May 14, 2019 to

canvass the results for the General and Special Election. The first meeting for the Crime Control & Prevention District Board will begin at 5:30 p.m. immediately following we will go into the City Council Special Session to canvass the results for the General Election.

Mayor Heidemann - would like to thank Mr. Glockel for his service to the City. There were a lot of decisions that were discussed during the past four years you were on Council and we made had not made the same decision if it wasn't for you and your input so I personally will miss you and wish the best.

Mayor Heidemann recessed the Regular Session at 7:34 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.

Council met in Closed Session from 7:35 p.m. until 8:41 p.m.

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 government body in negotiations with a third person

Council met in Closed Session from 7:35 p.m. until 8:41 p.m.

A. Acquisition of Right-of-Way adjacent to Pecan Creek Plaza

B. Dobbs Road Right-of-Way

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 7:35 p.m. until 8:41 p.m.

A. Project Daylight

B. Project Sundown

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.

MOTION made by Councilmember Burke to authorize the City Manager to make offer to purchase Right-of-Way adjacent to Pecan Creek Plaza as discussed in Closed Session subject to cost participation by the developer. Seconded by Councilmember Garber.

AYES: Burke, Garber, Johnson, Henderson

NOES: None

ABSTAIN: Glockel

ABSENT: None

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

CONSENT ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 06/06/2019

Title: May 14, 2019 Special Session

Submitted For: Kim Pence, City Secretary

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 May 14, 2019 Special Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the May 14, 2019 Special Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the May 14, 2019 Special Session minutes.

Attachments

Minutes

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

On this the 14th day of May 2019 the City Council of the City of Corinth, Texas met in a Special Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Members Absent:

Don Glockel, Council Member

Staff Members Present

Bob Hart, City Manager
Jerry Garner, Chief of Police
Shea Rodgers, Technology Services Manager
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 5:45 p.m., Pastor Ben De Boef, Thousand Hills Church delivered the invocation and led in the Pledge of Allegiance.

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:

- 1. Consider and act on a Resolution Canvassing votes for the General Election held on Saturday, May 4, 2019.**

Mayor Pro-Tem Burke - The City Council officially finds and determines an election was duly ordered to be held in the City of Corinth, Texas on the 4th day of May, 2019 for the purpose of electing individuals to the offices of Mayor, Council Member Place 2 and Council Member to Place 5; that proper notice of said election was duly given; that proper election officers

were duly appointed prior to said election; that said election has been made and delivered; and that the City Council has duly canvassed said returns all in accordance with law.

The City Council officially finds and determines that only qualified resident voters of the City were allowed to vote at said Election, and that the following votes were cast at the Joint General Election, and that the canvass of the votes cast in said Election and returns thereof were made in accordance with the law. Further, the City Council officially finds that the returns of the Joint General Election, including the returns of the early voting ballots, duly and legally made, are as follows and has determined that each candidate for Mayor, for Council Place 2, and for Council Place 5, each seat having a (2) two-year term of office, have received the following votes:

Name of Candidate	Absentee Votes	Total Number of Early Votes	Total Number of Votes Received on Election Day	Total Number of Votes Received
Bill Heidemann	5	288	143	436
Scott Garber, Place 2	5	276	137	418
Don Glockel, Place 5	6	179	70	255
Kelly Pickens, Place 5	2	177	114	293

**SECTION 4.
Canvass**

The City Council, acting as the canvassing board of the Joint General Election, has verified that figures on the tally sheets correspond to the figures on the returns and at the Joint General Election held on May 4, 2019, the following candidates were elected to office:

Mayor	<u>Bill Heidemann</u>	Two (2) Years
Council Place 2	<u>Scott Garber</u>	Two (2) Years
Council Place 5	<u>Kelly Pickens</u>	Two (2) Years

MOTION made by Councilmember Burke to approve the Resolution Canvassing votes for the General Election held on Saturday, May 4, 2019. Seconded by Councilmember Henderson

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

MOTION CARRIED

2. Formal swearing in of Councilmembers.

Kim Pence, City Secretary delivered the Oath of Office to the newly elected officials.

3. Mayor's appointment of a Mayor Pro-Tem.

Mayor nominated Sam Burke as the Mayor Pro-Tem.

MOTION made by Councilmember Henderson to appoint Sam Burke as the Mayor Pro-Tem. Seconded by Councilmember Johnson.

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

MOTION CARRIED

There was no Closed Session.

CLOSED SESSION

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

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

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

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. 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.

ADJOURN:

Mayor Heidemann adjourned the meeting at 6:00 P.M.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 06/06/2019
Title: Denton County Interlocal Agreement for Communications and Dispatch Services
Submitted For: Michael Ross, Fire Chief **Submitted By:** Michael Ross, Fire Chief
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Regional Cooperation

AGENDA ITEM

Inteerlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System with Denton County

AGENDA ITEM SUMMARY/BACKGROUND

Denton County currently services the neds of the Fire Department as it relates to 911, dispatch and communication services that allow the Fire department to be notified of and mitigate calls for dervice. The County has the equipment and personnel to perform these services and the Lake Cities Fire Department and CIty of COrinth do not have the ability to operate our own 911 communication Center. ? There are numerous FTE's and millions of dollars worth of equipment needed to support a communication Center. The services provided by the county are shared with many departments throughout the county and keep the costs down with the shared resources. The amount, \$27,836, is based on our workload for the entire call center. Our workload is currently 1.661%. In essence we are paying for less than 2 percent of what it costs to run the center.

RECOMMENDATION

The recommendation is to continue our agreement with Denton County and approve the Item.

Fiscal Impact

Source of Funding: General Fund

FINANCIAL SUMMARY:

The Lake Cities Fire Depatment contracts with Denton COunty for Communication and Dispatch services. These services receive and process 911 calls as well as determining which unots to send, dispatching and assisting with call mitigation as well as sending additional resources as requested. The contract price is based onthe percent of the workload placed on the communication center. This contract is based on 1.661% of the workload equating to \$27,836.00 for services over the next contract period (12 months).

Attachments

LCFD Dispatch Agreement

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Lake Cities Fire Department
--

hereinafter referred to as "Agency".

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

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2019** and ending on **September 30, 2020**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount more fully described on *Exhibit "A"*, the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete *Exhibit "B"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services,

or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "C"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "B"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

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14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Workload and Cost Statistics
Exhibit B	Agency Payment Worksheet
Exhibit C	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Lake Cities Fire Department/ City of Corinth
Contact Person	Michael Ross, Fire Chief
Address	3501 FM 2181, #B
City, State, Zip	Corinth, TX 76210
Telephone	940-321-2141
Email	michael.ross@lakecitiesfire.com

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

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20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. **CURRENT FUNDS.** All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. **DISPATCH & COMMUNICATION RECORDS.** The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Bob Hart

City Manager

3300 Corinth Pkwy.

Corinth, TX 76208

940-321-2141

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Chief Michael Ross

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Costs by Workload

EXHIBIT A

	A	B	C	E	F	G
1	Column1	Column2	Column3	Co		
2	FY 19-20 Dispatch Costs					
3	FY Budget	\$3,351,172.00				
4	1/2 Budget Amount	\$1,675,586.00				
5	Agency	% Workload *	Cost by Workload			
6	ARGYLE PD	0.988%	\$16,552			
7	AUBREY PD	1.722%	\$28,847			
8	BARTONVILLE PD	0.322%	\$5,399			
9	CORINTH PD	5.474%	\$91,720			
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14	LAKE DALLAS PD	3.081%	\$51,619			
15	LITTLE ELM PD	10.334%	\$173,151			
16	NCTC PD	0.000%	\$0			
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24	ARGYLE FD	0.792%	\$13,276			
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26	DOUBLE OAK VFD	0.000%	\$0			
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29	LAKE CITIES FD	1.661%	\$27,836			
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33	PONDER VFD	0.000%	\$0			
34	SANGER FD	0.985%	\$16,507			
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36	WATER DISTRICT	1.182%	\$19,809			
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39	Totals	100.000%	\$3,351,169			
40						
41						
42	*SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity					
43	which is reduced from other entities total costs, as well as the					
44	remaining 1/2 of the total Communications Adopted Budget which					
45	other entities are not billed for at this time.					
46						
47	Volunteer Agencies					

Exhibit B

2019-20 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	Lake Cities Fire Department/ City of Corinth
Payment Contact Person:	Terri Fairfield
Phone Number:	940-321-2141
Address:	3101 S. Garrison Rd.
City, State, Zip	Corinth, TX 76210
AGENCY TOTAL AMOUNT DUE	\$

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options

Agency MUST
Select One
Payment Option

1	One Annual Payment (100%)
2	Two Payments (50%)
3	Four Payments (25%)
4	Twelve Monthly Payments
5	Other Payment Option

Exhibit B

2019-20 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	Lake Cities Fire Department/ City of Corinth
Payment Contact Person:	Terri Fairfield
Phone Number:	940-321-2141
Address:	3101 S. Garrison Rd.
City, State, Zip	Corinth, TX 76210
AGENCY TOTAL AMOUNT DUE	\$ 27,836.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options

Agency MUST
Select One
Payment Option

- | | |
|---|---------------------------|
| 1 | One Annual Payment (100%) |
| 2 | Two Payments (50%) |
| 3 | Four Payments (25%) |
| 4 | Twelve Monthly Payments |
| 5 | Other Payment Option |

Exhibit C

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2019-2020

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Lake Cities Fire Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

N/A

N/A

By: Tracy Murphree

By: _____

Title: Denton County Sheriff

Title: _____

Date: _____

Date: _____

CONSENT ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 06/06/2019

Title: Interlocal Cooperation Agreement

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Regional Cooperation

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

The Police Department has partnered with the Denton County Sheriff's Office for 911 answering and dispatch services since 1994-1995. Initially there was no cost to use the system. Beginning in 2009-2010 with the addition of computer aided dispatch and a computer records management system the Sheriff's Office began charging all entities using the system. The fee is based on amount of use. For this contract period the assessed cost is \$91,720 for the Corinth Police Department.

RECOMMENDATION

Staff recommends that Council approve the contract with the Denton County Sheriff's Office for Shared Governance Communications and Dispatch Services.

Attachments

Interlocal Agreement

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Corinth Police Department

hereinafter referred to as "Agency".

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

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2019** and ending on **September 30, 2020**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount more fully described on *Exhibit "A"*, the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete *Exhibit "B"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services,

or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "C"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "B"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

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	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Corinth Police Department
Contact Person	Chief Jerry Garner
Address	3501 FM 2181, Suite A
City, State, Zip	Corinth, TX 76210
Telephone	940-279-1500
Email	Jerry.garner@cityofcorinth.com

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DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Bill Heidemann, Mayor

City of Corinth

3300 Corinth Pkwy.

Corinth, TX 76208

940-321-3277

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office



Jerry Garner, Chief of Police

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Costs by Workload

EXHIBIT A

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43	which is reduced from other entities total costs, as well as the					
44	remaining 1/2 of the total Communications Adopted Budget which					
45	other entities are not billed for at this time.					
46						
47	Volunteer Agencies					

Exhibit B

2019-20 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	Corinth Police Department
Payment Contact Person:	Lee Ann Bunselmeyer
Phone Number:	940-498-3280
Address:	3300 Corinth Pkwy
City, State, Zip	Corinth, TX 76208
AGENCY TOTAL AMOUNT DUE	\$ 91,720.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options	1	One Annual Payment (100%)
	2	Two Payments (50%)
	3	Four Payments (25%)
	4	Twelve Monthly Payments
	5	Other Payment Option

Agency MUST
Select One
Payment Option

Exhibit C

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2019-2020**

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Corinth Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: Tracy Murphree

Title: Denton County Sheriff

Date: _____

Signature: Jerry Garner

By: Jerry Garner

Title: Chief of Police

Date: 5/30/2019

City Council Regular and Workshop Session

Meeting Date: 06/06/2019
Title: LCMUA Wastewater Interconnect - Parkridge
Submitted For: Helen-Eve Liebman, Director **Submitted By:** George Marshall, Engineer
Finance Review: Yes **Legal Review:** Yes
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Regional Cooperation

AGENDA ITEM

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.

AGENDA ITEM SUMMARY/BACKGROUND

Summary:

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.

Analysis:

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. The results of that study are attached. 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

* Allowed capacity to Corinth

The attached documents go into further detail of the necessary phasing of the proposed plan. 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.

LCMUA will get the benefit of additional capacity in the City of Corinth's 18" forcemain along FM 2181.

RECOMMENDATION

Recommendation:

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.

Attachments

LCMUA Agreement
Kimley Horn Analysis 2018

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH AND LAKE CITIES MUNICIPAL UTILITY AUTHORITY
FOR TRANSPORTATION AND DELIVERY OF WASTEWATER
TO UPPER TRINITY REGIONAL WATER RECLAMATION PLANT**

This Interlocal Agreement (“Agreement”) is effective as of the _____ day of _____, 2019, by and between the City of Corinth, a Texas Home Rule Municipal Corporation, (hereinafter referred to as “CORINTH”) and LAKE CITIES MUNICIPAL UTILITY AUTHORITY, a governmental entity under Article XVI, Section 59 of the Texas Constitution (hereinafter referred to as “LCMUA”) each acting herein by and through its respective governing body. CORINTH and LCMUA may also be referred to individually as a “Party” or collectively as “Parties”.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, allows local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, CORINTH, a home-rule municipality organized under the laws of the State of Texas, holds the certificate of convenience and necessity to provide sewer service in the territorial boundaries of the City of Corinth; and

WHEREAS, LCMUA, a governmental entity created under Section 59, Art. XVI of the Texas Constitution, holds the certificate of convenience and necessity to provide sewer service in the territorial boundaries of the Town of Hickory Creek, City of Lake Dallas, and Town of Shady Shores; and

WHEREAS, Upper Trinity Regional Water District (“UTRWD”) provides water reclamation and sewer treatment services for CORINTH and LCMUA; and

WHEREAS, a portion of the territorial boundaries of CORINTH and LCMUA are adjacent; and

WHEREAS, the Parties desire to enter into an Interlocal Agreement for the purpose of increasing efficiencies for the transportation and delivery of wastewater and sewage to a point of entry with UTRWD’s facilities for water reclamation and sewer treatment for certain Developments; and

WHEREAS, CORINTH and LCMUA propose to establish sewer system interconnections and interconnection improvements between the CORINTH sewer system and the LCMUA sewer system in locations determined from time to time by the CORINTH City Manager and LCMUA General Manager for the purpose of providing more efficient wastewater and sewage delivery to UTRWD’s water reclamation facilities; and

WHEREAS it is to the mutual advantage of LCMUA and Corinth to plan for and provide terms and conditions for joint use of certain sewer facilities for efficient transport of wastewater in advance of actual needs; and

WHEREAS, all future payments hereunder or associated with the commitments of the Parties set forth herein shall be for the performance of governmental functions and services and all payments shall be made from current revenues legally available to the paying Party; and

WHEREAS, the Parties have determined that the amounts which the Parties are committing to pay hereunder fairly compensate the performing Party for the services or functions performed under the terms of this Agreement; and

NOW, THEREFORE the Parties herein enter into this Agreement to outline the joint participation of CORINTH and LCMUA as follows:

ARTICLE 1: DEFINITIONS

- 1.1 For the purposes of the Agreement, when not inconsistent with the context, words, used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in the Agreement shall be given their common and ordinary meaning.
- 1.2 For the purpose of the Agreement, the following words, terms, phrases, and their derivatives shall have the meaning given below:
 - 1.2.1 **City Manager:** City Manager of CORINTH, or the Manager’s designated representative.
 - 1.2.2 **Duplex pump set up:** Lift station served by two pumps.
 - 1.2.3 **General Manager or Manager:** General Manager of the LCMUA, or the General Manager’s designated representative.
 - 1.2.4 **GPM:** Gallons per minute.
 - 1.2.5 **Interconnection:** a system of pipes, valves, meters, controls, with or without motors and pumps, allowing wastewater and sewage to flow by gravity or pressure or through a lift station facility from the CORINTH Sewer System into the LCMUA Sewer System, or from the LCMUA Sewer System into the CORINTH Sewer System.
 - 1.2.6 **POE:** Point of entry
 - 1.2.7 **Sewer System:** the pipes, facilities, and other appurtenances owned, operated, and maintained by a Party to this Agreement to provide sewer

services to the Party's territory as authorized under the CCN issued by the Texas Commission on Environmental Quality.

1.2.8 **TDH:** Total Dynamic Head.

1.2.9 **Triplex pump set up:** Lift station served by three pumps.

1.2.10 **Westside Service Area:** the real property identified in Exhibit A, which are located in the territorial boundaries of the CCN for either CORINTH or LCMUA.

ARTICLE II: IMPROVEMENTS, CONSTRUCTION, AND MAINTENANCE

2.1 **Area West of Sycamore Bend/Parkridge Drive:** CORINTH and LCMUA each have undeveloped territory adjacent to the area of West Sycamore Bend/Parkridge Drive and, based on the topography and existing pipes and facilities in the area, desire to interconnect a portion of their respective Sewer Systems to more efficiently provide sewer services to this area as it develops. Specifically, CORINTH and LCMUA agree to construct the following incremental Sewer System improvements in the area identified in **Exhibit A**, a copy of which is attached hereto and incorporated herein (“Westside Service Area”) as follows:

2.1.1 **Interim Phase I System Improvements** – The Parties agree to make the following improvements to allow for a peak flow of an amount not to exceed 60 GPM from CORINTH’s Sewer System into LCMUA’s sewer system:

2.1.1.1 **Improvements along Parkridge Drive between Teasley Drive and Turbeville Road:**

CORINTH shall cause the design and construction of a twelve-inch (12") gravity wastewater line and metering device at the point of entry (POE) to LCMUA’s gravity collection system as shown on Exhibit A and Marked as Phase IA, which is attached hereto and incorporated in this Agreement. CORINTH shall pay 100% of the actual project total project cost, which the Parties estimate will be \$1,300,000; the actual cost will be agreed upon by the Parties and approved by separate action of the Corinth City Council. The wastewater line shall be an extension of CORINTH’s Sewer System, and shall be maintained by CORINTH.

2.1.1.1 **Improvements along Sycamore Bend Road Between Affirmed Drive and POE at Turbeville Road:**

Corinth shall hold in escrow sufficient funds to pay LCMUA for the actual cost to construct the improvements, including the necessary amounts to: (1) survey, design, and publicly bid the project; (2) construct and inspect an extension of LCMUA’s gravity wastewater line from an existing eight-inch (8") gravity wastewater line located at Affirmed Drive and Sycamore Bend Road north approximately 800 linear feet to the CORINTH POE at Turbeville Road as shown in Exhibit A and marked as Phase I (Interim) Wastewater Line; and (3) construct a metering station at said POE. Corinth agrees to hold in escrow the amount due for survey, design and public bidding under the above identified item (1) within forty-five (45) days of receipt of

written notice of the amount due for those costs and supporting cost estimates. Within forty-five (45) days of the date of written notice from LCMUA to Corinth advising Corinth of the amount of the contract awarded for the improvements under the above identified items (2) and (3) and supporting bid documents evidencing the contract amount, Corinth agrees to submit to the Corinth City Council an item for approval of such amount due, and upon Council approval to hold such funds in escrow. CORINTH shall pay 100% of the actual total project cost, which the parties estimate will be \$420,000; the actual cost will be agreed upon by the Parties and approved by separate action of the Corinth City Council. CORINTH further agrees to pay LCMUA within 30 days of LCMUA's invoice(s) for items (1), (2), and (3). The wastewater line and metering station shall be an extension of LCMUA's Sewer System, and shall be maintained by LCMUA.

2.1.1.2 Improvements to LCMUA Lift Station # 21:

The firm capacity of Lift Station #21 is currently 350 GPM at 90' Total Dynamic Head (TDH) with two (2) pumps installed. It is estimated that the current peak flow to the lift station is approximately 270 GPM. Prior to any flow being received from CORINTH, a totalizing electronic flow meter shall be installed at Lift Station #21. LCMUA at its own cost shall design and construct reinforced concrete vault improvements and a six-inch (6") totalizing electronic flow meter on the existing force main. The parties estimate the total costs for this project will be \$65,000.

2.1.2 **Additional Improvements** – Once measured peak flows from LCMUA's Lift Station #21 reach 85% of its existing firm capacity (335 GPM), LCMUA and CORINTH shall make a determination to take one of the following actions: (1) replace the existing duplex pump set-up with a triplex pump set-up, capable of providing for a firm capacity of 500 GPM at 170-foot TDH ("Interim Improvements"), **or** (2) proceed to the ultimate Lift Station #21 improvements as follows ("Ultimate Improvements").

2.1.2.1 **Interim Phase II System Improvements ("Interim Improvements")** – The parties agree to make the following improvements to provide for an additional peak flow of 150 GPM into LCMUA's Lift Station #21, thereby increasing the peak firm capacity of Lift Station #21 from 350 GPM to 500 GPM ("Interim Improvements"). The Interim Improvements shall consist of:

2.1.2.1.1 The Duplex pump set-up in LCMUA's Lift Station #21 shall be replaced with a Triplex pump set-up, capable of providing for a firm capacity of 500 GPM at 170-feet TDH. The parties estimate the total costs for the Interim Improvements will be \$100,000.

2.1.2.1.2 CORINTH and LCMUA agree to a pro-rata split of the costs for the Interim Improvements based on the estimated capacity needs of each Party due to new development in the Westside Service Area. Prior to the design of the Interim Improvements, the Parties shall estimate the increase in capacity required to serve new development in each Party's territorial jurisdiction and provide an assessment of the pro-rata percentage of cost due from each Party for the Interim Improvements and shall document in writing the final agreed upon pro-rata share of costs to be paid by each Party.

2.1.2.2 **Ultimate System Improvements ("Ultimate Improvements")** –

The Parties agree to make the following improvements to provide for anticipated capacity of a peak flow of an amount not to exceed 450 GPM into LCMUA's Sewer System from CORINTH, and to permit LCMUA to direct up to 890 GPM of wastewater flow, for a combined flow total of 1,340 GPM into CORINTH's existing 18-inch (18") force main prior to the combined system flows entering into UTRWD's force main via CORINTH's point of entry with UTRWD ("Ultimate Improvements"). The Ultimate Improvements shall consist of:

2.1.2.2.1 In the event LCMUA and CORINTH elected to complete Interim Improvements prior to the Ultimate Improvements set forth herein below, the design and bidding for the necessary 10-inch (10") force main and improvements to LCMUA's Lift Station #21 shall begin once the wastewater flow to LCMUA's existing six-inch (6") force main reaches 85% of total capacity, as recorded by LCMUA's meter on the discharge header for Lift Station #21. The existing capacity of the six-inch (6") force main from Lift Station #21 to LCMUA's twelve-inch (12") gravity sewer line on Turbeville Road is approximately 500 GPM. Accordingly, CORINTH and LCMUA agree that design and bidding for the Ultimate System Improvements shall occur when the total capacity of the existing 6-inch (6") force main reach 425 GPM.

2.1.2.2.2 Lift Station #21 Improvements and 10-inch Force Main Project.

CORINTH and LCMUA agree to design and construct improvements to LCMUA's Lift Station #21 to allow for a peak flow of an amount not to exceed 450 GPM into LCMUA's Sewer System from CORINTH, and to construct a 10-inch (10") force main generally along and within the dedicated public right-of-way for Sycamore Bend/Parkridge Drive to provide for flow of wastewater from Lift Station #21 to a point of entry with CORINTH's existing 18-inch (18") force main on Teasley Drive. The estimated total project cost for this Project is \$1,500,000. CORINTH and LCMUA shall share the costs for this project on a pro-rata flow basis based on estimated percentages of ultimate peak flows from each Party's service area as determined by current zoning and future land use plans, for example as follows:

Corinth Service Area Ultimate Flow:	450 GPM
<u>LCMUA Service Area Ultimate Flow:</u>	<u>890 GPM</u>
Total Flow:	1,340 GPM

Cost to Corinth $(450/1,340) * \$1,500,000 = \$503,731.34$

Cost to LCMUA $(890/1,340) * \$1,500,000 = \$996,268.66$

2.1.2.2.3 Gravity Sewer Line Improvements.

The existing capacity of LCMUA's gravity 10-inch (10") wastewater line along Secretariat Drive is approximately 485 GPM. When combined flows of LCMUA and CORINTH reach 85% capacity of this line (413 GPM), CORINTH shall hold in escrow sufficient funds to allow for LCMUA to: (1) survey, design and publicly bid the project; and (2) construct and inspect a 12-inch (12") extension of its gravity collection system as shown in Exhibit A and Marked as Phase II Wastewater Line. Corinth agrees to escrow the amount due for survey, design and public bidding under the above identified item (1) within forty-five (45) days of receipt of written notice of the amount due for those costs and supporting cost estimates. Within forty-five (45) days of the date of written notice from LCMUA to Corinth advising Corinth of the amount of the contract awarded for the improvements under the above identified item (2) and supporting bid documents documenting the bid amount, Corinth agrees to submit to the Corinth City Council an item for approval of such amount due, and upon

Council approval to hold such funds in escrow. CORINTH shall pay 100% of the actual cost of this project, which the Parties estimate will be \$760,000. CORINTH further agrees to pay LCMUA within 30 days of LCMUA's invoice(s) for items (1) and (2). The gravity sewer line is part of LCMUA's sewer system, and shall be maintained by LCMUA.

2.1.2.2.3.1 Design and construction of this gravity sewer line under the Ultimate Improvements may include replacement of the Phase I (Interim) Wastewater Line [See Section 2.1.1.1] depending on elevations of the development and location within Corinth's territorial boundaries inside the Westside Service Area. CORINTH agrees to pay 100% of the actual cost of the replacement in the event it is necessary.

2.1.2.2.3.2 *Steeplechase Phase III Development Contingency*: In the event that construction of the residential development, *Steeplechase Phase III*, occurs prior to LCMUA's 10-inch (10") gravity wastewater line along Secretariat Drive reaching 85% of capacity, and if requested by CORINTH, LCMUA agrees to include a provision in its Facilities Agreement with the Developer for the design and construction and of a portion of Phase II 12-inch (12") Wastewater extension (from Lift Station #21 to the right-of-way along Sycamore Bend) in order to avoid the future costs associated with pavement removal and replacement, traffic control, adjacent homeowners and trench protection and shoring. CORINTH agrees to pay 100% of the cost for the 12-inch (12") line within 30-days of receipt of an invoice from LCMUA.

2.1.2.2.4 *CORINTH Westside Lift Station Improvements*. The Parties agree to upgrade the pumps and electrical system at the CORINTH Westside Lift Station to allow for sewer service of the Parties' combined ultimate peak flow as depicted in **Exhibit A**. The Parties acknowledge that completion of these Westside Lift Station improvements is required prior to operation of the

ultimate improvements to Lift Station #21 and 10-inch (10") force main (as set forth in Section 2.1.2.2.2) due to increased combined flows from Lift Station #21 to CORINTH's point of entry with UTRWD. The Parties estimate that the total project cost for these improvements to be \$500,000. CORINTH and LCMUA shall share the costs for this project on a pro-rata basis based on the estimated percentages of ultimate peak flows from each Party's service area through LCMUA's Lift Station #21 to CORINTH's existing 18-inch (18") force main, which are as follows based on current land use assumptions and projections, for example as follows:

Corinth Service Area Ultimate Flow:	450 GPM
<u>LCMUA Service Area Ultimate Flow:</u>	<u>890 GPM</u>
Total Flow:	1,340 GPM

Cost to Corinth $(450/1,340) * \$500,000 = \$167,910.45$

Cost to LCMUA $(890/1,340) * \$500,000 = \$332,089.55$

- 2.2 To provide more efficient sewer services, the Parties may agree to the design and construction of additional interconnection sewer facilities. The Parties may amend this Agreement should the Parties determine additional interconnections are necessary or mutually beneficial.
- 2.3 LCMUA assumes no responsibility for the operation or maintenance of any portion of CORINTH's sewer system, and CORINTH assumes no responsibility for the operation or maintenance of any portion of LCMUA's sewer system. Each party agrees to charge Impact Fees within their boundary as deemed necessary by their respective impact fee practices as allowed by state law. The Parties further agree that neither Party may assess an impact fee against the other Party or require a transfer of any impact fees between the Parties in connection with this Agreement.
- 2.4 Exhibit A included with this Agreement is for reference only, and does not constitute engineering design of the necessary improvements but rather is provided for demonstrative purposes to identify the areas within the respective CCN of the Parties as impacted by and subject to the terms of this Agreement. Further, the existing system capacities, ultimate system peak demands, existing ground and facilities elevations, and proposed service areas are based on best available information, and modifications to the proposed improvements contained herein may be required once surveying and engineering design is completed and/or metering devices are installed.

- 2.5 Estimated costs provided herein have been prepared by licensed professional engineers in the State of Texas, for purposes of this agreement, and both Parties have agreed that they are reasonable estimates of the total project costs associated with the improvements contemplated herein. Both Parties agree that the actual total project costs shall be apportioned between the Parties as outlined in this Agreement and that notwithstanding any provision to the contrary in this Agreement, the amounts to be paid by each Party shall be subject to the approval of their respective governing bodies at the time that their respective financial obligations become due under the terms of this Agreement.
- 2.6 Additional Sewer System improvements which may be required to each Party's wastewater and sewage collection system, not contemplated by this Agreement, shall be the responsibility of the respective Party.
- 2.7. Notwithstanding the foregoing, the amount of funds to be paid by CORINTH and by LCMUA under this Agreement, including without limitation, this Article shall be subject to the approval of their respective governing bodies at the time that the requirements for payment are triggered.

ARTICLE III: WASTEWATER TREATMENT SERVICE COSTS

- 3.1 CORINTH and LCMUA contract with UTRWD for wastewater treatment services. The Parties prefer to report the amount of metered flow from interconnections, and have UTRWD invoice each of the Parties based on their respective flows into UTRWD's system. UTRWD has agreed to this accounting under separate agreement; accordingly, CORINTH and LCMUA agree to report monthly to UTRWD the metered flow from CORINTH into LCMUA's wastewater system and from LCMUA into CORINTH's wastewater system as applicable. Under separate agreement, UTRWD shall separately and directly bill the Parties for their flow contributions.
- 3.2 Neither CORINTH nor LCMUA shall charge the other Party transportation costs for wastewater flow or for use of the other Party's Sewer System facilities. Due to the fact both areas will be impacting lift stations within their municipality both parties agree to relinquish any future replacement and/or maintenance costs of their respective systems, assuming each party preform industry standard maintenance activities.

ARTICLE IV: DELEGATION OF ADMINISTRATIVE AUTHORITY

- 4.1 The City Council of **CORINTH** and the Board of Directors of **LCMUA** hereby delegate the following administrative functions to the City Manager and General Manager respectively, in this Agreement: (1) To modify, move, or install new interconnections provided that costs for such modifications, relocations or installations are within the spending authority of the City Manager and the General Manager; and (2) any decisions regarding routine maintenance and operation of the interconnection.

ARTICLE V: GENERAL PROVISIONS

- 5.1 Amendments. Except as otherwise provided therein, the terms and conditions of this Agreement may be modified at any time by the mutual written consent of both Parties. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and approved by governing body of each Party.

- 5.2 Notices. Any notice required or permitted between the Parties must be in writing, and shall be delivered in person, or by certified mail, return receipt requested, or via facsimile to the following:

CORINTH: CITY OF CORINTH
 Attention: City Manager
 3300 Corinth Parkway
 Corinth, TX 76208
 (f) 940.498.3266

LCMUA: LAKE CITIES MUNICIPAL UTILITY AUTHORITY
 Attention: General Manager
 501 N. Shady Shores Road
 Shady Shores, TX 75065
 (f) 940.497.2926

- 5.3 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

- 5.4 Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. The Parties agree that performance and all matters related thereto shall be in Denton County, Texas.

- 5.5 Governmental Immunity. **To the extent permitted by law and without waiving each respective Party's governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act or other applicable law, CORINTH and LCMUA agree to hold each other harmless from and against any and all claims or causes of action arising out of or in connection with**

the provision for transport of wastewater to Upper Trinity Regional Water District for treatment under this Agreement.

- 5.6 Entire Agreement. It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the governmental entities relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. Not verbal agreement or conversation with any officer, agent or employee of either Party, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.
- 5.7 Term. The initial term of this Agreement is for ten (10) years from the later of the following: (i) the date the CORINTH City Council approves the Agreement, or (ii) the date the LCMUA Board of Directors approves the Agreement. This Agreement shall automatically renew thereafter for successive terms of five (5) years unless either Party terminates this Agreement by providing written notice to the non-canceling Party at the address listed in Section 5.2 of this Agreement not less than 180 days in advance of the cancellation date. A Party may terminate this Agreement with thirty-days notice in the event the other Party fails to perform an obligation under this Agreement or breaches a provision of this Agreement, and has not cured same within 60 days of notice of the breach or failure to comply.
- 5.8 Authorized Parties/Independent Contractors. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized to enter into this Agreement. Each Party further covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the other; that each Party shall have exclusive control of and exclusive right to control the details of the work that it performs hereunder and all persons performing same under is respective direction, and each Party shall be responsible for the acts and omissions of its respective officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between the Parties, including their respective officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CORINTH and LCMUA.
- 5.9 Nonwaiver. Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing

and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other difference or subsequent breach.

- 5.10 Assignment. This Agreement and all rights and obligations contained herein may not be assigned by one Party without the prior written approval of the other Party.
- 5.11 Severability. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 5.12 No Third Party Beneficiaries. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third Parties. It is expressly understood and agreed that, in the execution of this Agreement, neither LCMUA nor CORINTH waives, nor shall be deemed hereby to have waived, any immunity or defense available to it by law.
- 5.13 Construction of Document. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement. The parties acknowledge that this is a negotiated document that was jointly drafted, and as such, no term of this Agreement shall be construed more stringently against either party.
- 5.14 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

SIGNED this the _____ day of _____, 2019.

CITY OF CORINTH

**LAKE CITIES MUNICIPAL
UTILITY AUTHORITY**

Bill Heidemann, Mayor

Cecil Carter, President

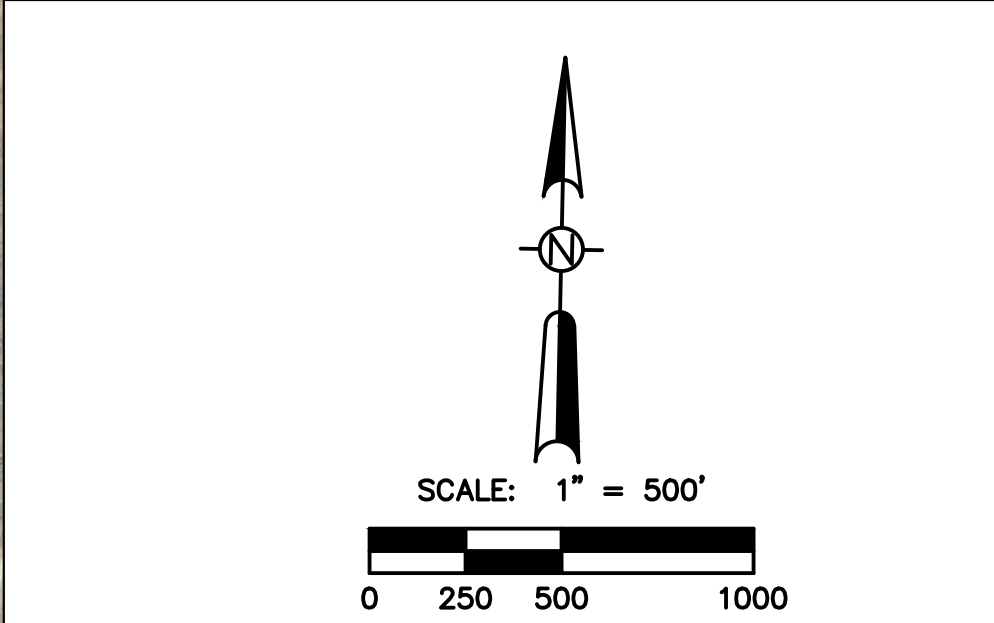
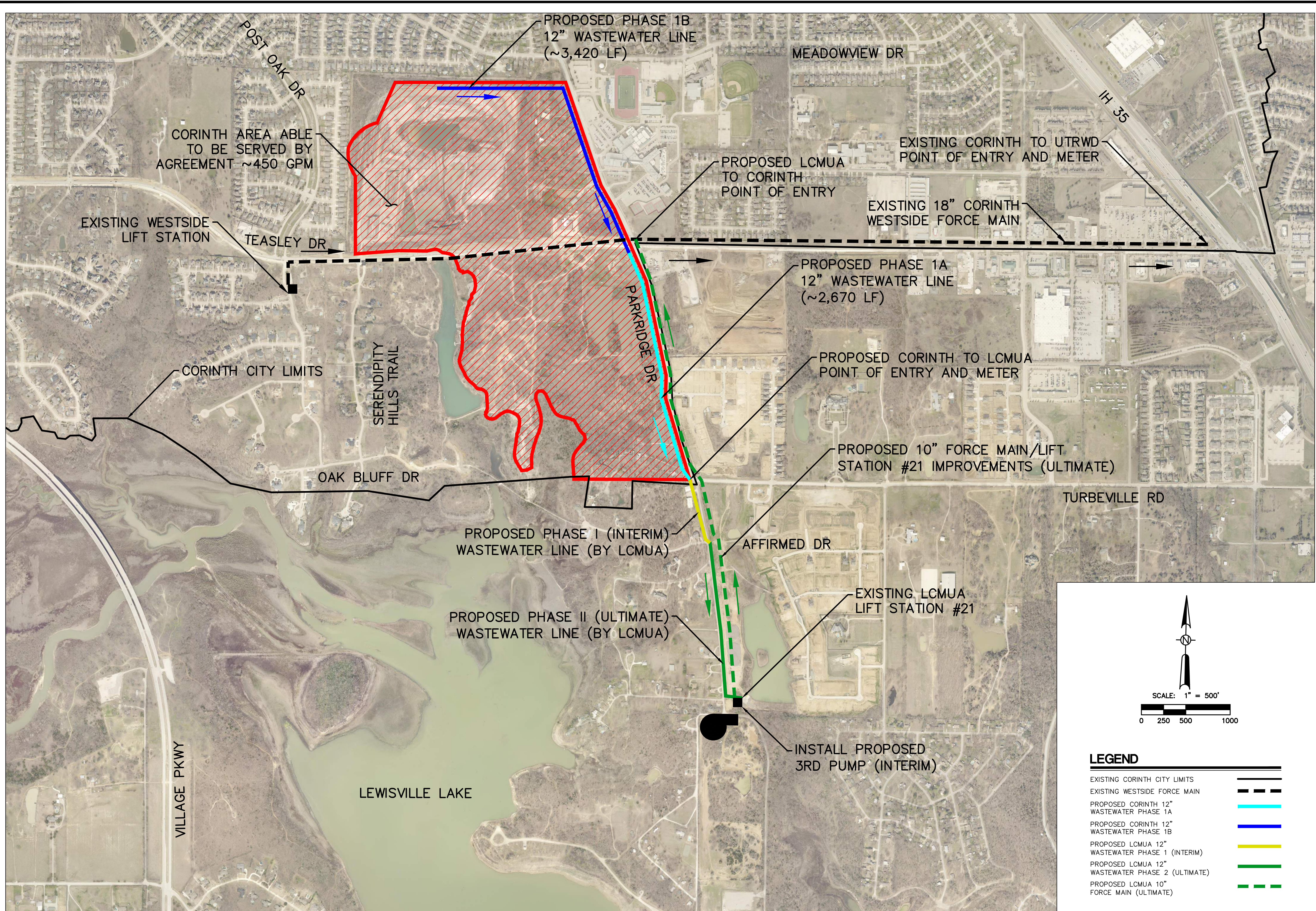
ATTEST:

ATTEST:

Kimberly Pence, City Secretary

Jennifer Gordon, Secretary

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LEGEND

- EXISTING CORINTH CITY LIMITS ———
- EXISTING WESTSIDE FORCE MAIN - - - - -
- PROPOSED CORINTH 12" WASTEWATER PHASE 1A ———
- PROPOSED CORINTH 12" WASTEWATER PHASE 1B ———
- PROPOSED LCMUA 12" WASTEWATER PHASE 1 (INTERIM) ———
- PROPOSED LCMUA 12" WASTEWATER PHASE 2 (ULTIMATE) ———
- PROPOSED LCMUA 10" FORCE MAIN (ULTIMATE) - - - - -

Kimley»Horn

13458 North Loop West, Suite 200, Houston, TX 77040 281.252.7300

NO.	REVISION	BY	DATE

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M. A. SAMARRIPAS P.E.
SERIAL NO. 95876
DATE: AUGUST 2018

**CITY OF CORINTH
WESTSIDE LIFT STATION
AND LCMUA SANITARY
SEWER EVALUATION**

**PROPOSED
WASTEWATER TO LCMUA**

DATE:	AUGUST 2018
DESIGN:	MAS
DRAWN:	DAZ
CHECKED:	MAS
KHA NO.:	061008052

EXHIBIT

A

City of Corinth, Texas
Westside Lift Station and LCMUA Sanitary Sewer Evaluation
September 2018



Prepared for:
City of Corinth

Prepared by:
Kimley»»Horn

Kimley-Horn and Associates, Inc.
13455 Noel Rd, Two Galleria Office Tower, Suite 700
Dallas, TX 75240
Phone: 972 770 1300
TBPE Firm Registration Number: F-928
Project Number: 061008052

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Exhibits

- A. Project Area
- B. Proposed Wastewater to LCMUA
- C. Existing Westside Lift Station Pump and System Curves
- D. Proposed Westside Force Main & LCMUA Force Main Connection
- E. Proposed Westside Lift Station Pump and System Curves

Appendices

- A. Wastewater Master Plan Map
- B. City Land Use Map
- C. Existing Westside Lift Station Pump Information
- D. Proposed Westside Lift Station Pump Information
- E. Opinions of Probable Construction Cost



1. Introduction

The City of Corinth (City) contracted Kimley-Horn and Associates, Inc. (Kimley-Horn) to evaluate the feasibility of using the Lake Cities Municipal Utility Authority (LCMUA) wastewater system to serve a southern portion of the City. The project area was determined through examination of existing topography and LCMUA's existing wastewater system. The evaluation included record research of existing wastewater infrastructure and hydraulic analysis of the City's Westside Lift Station and Force Main.

The alternative evaluated involved directing wastewater flow from this area to an existing LCMUA lift station. The flow would then be pumped into the City's Westside Force Main along with additional LCMUA flows. The purpose of this analysis is to understand the effects of the proposed scenario on the City's Westside Lift Station and Force Main operations. Kimley-Horn coordinated with the City's Public Works Department and Upper Trinity Regional Water District (UTRWD) to establish the existing operating conditions of Westside Lift Station and downstream force mains.

2. Project Background

A. Project History and Area

Near the southern boundary of the City's limits, the terrain generally slopes from north to south towards Lake Lewisville. Due to these conditions, the City's *Water and Wastewater Master Plan Report for 2017* (2017 Master Plan Report) indicated that a South Lift Station would be necessary to provide local sewer service (see Appendix A for the Wastewater Master Plan Map). The 2017 Master Plan Report determined the flow generated in this area would be sent via gravity mains to the proposed South Lift Station before being pumped to the City's Westside Lift Station.

The City and LCMUA developed a plan to send flow generated in the project area to LCMUA's wastewater system in order to try and eliminate the need for the South Lift Station. Kimley-Horn investigated the topography and LCMUA's existing wastewater system to determine which areas could be served by LCMUA. The area resulting from the investigation are shown in Exhibit A.

B. Anticipated Flows

After establishing the area able to be served, Kimley-Horn then provided projected wastewater demands. The wastewater demand for the project area at buildout conditions was generated using the Corinth Land Use map and wastewater duty factors established in the 2017 Master Plan Report. The Corinth Land Use map may be found in Appendix B, with the corresponding land use wastewater duty factors shown in the table on the following page.

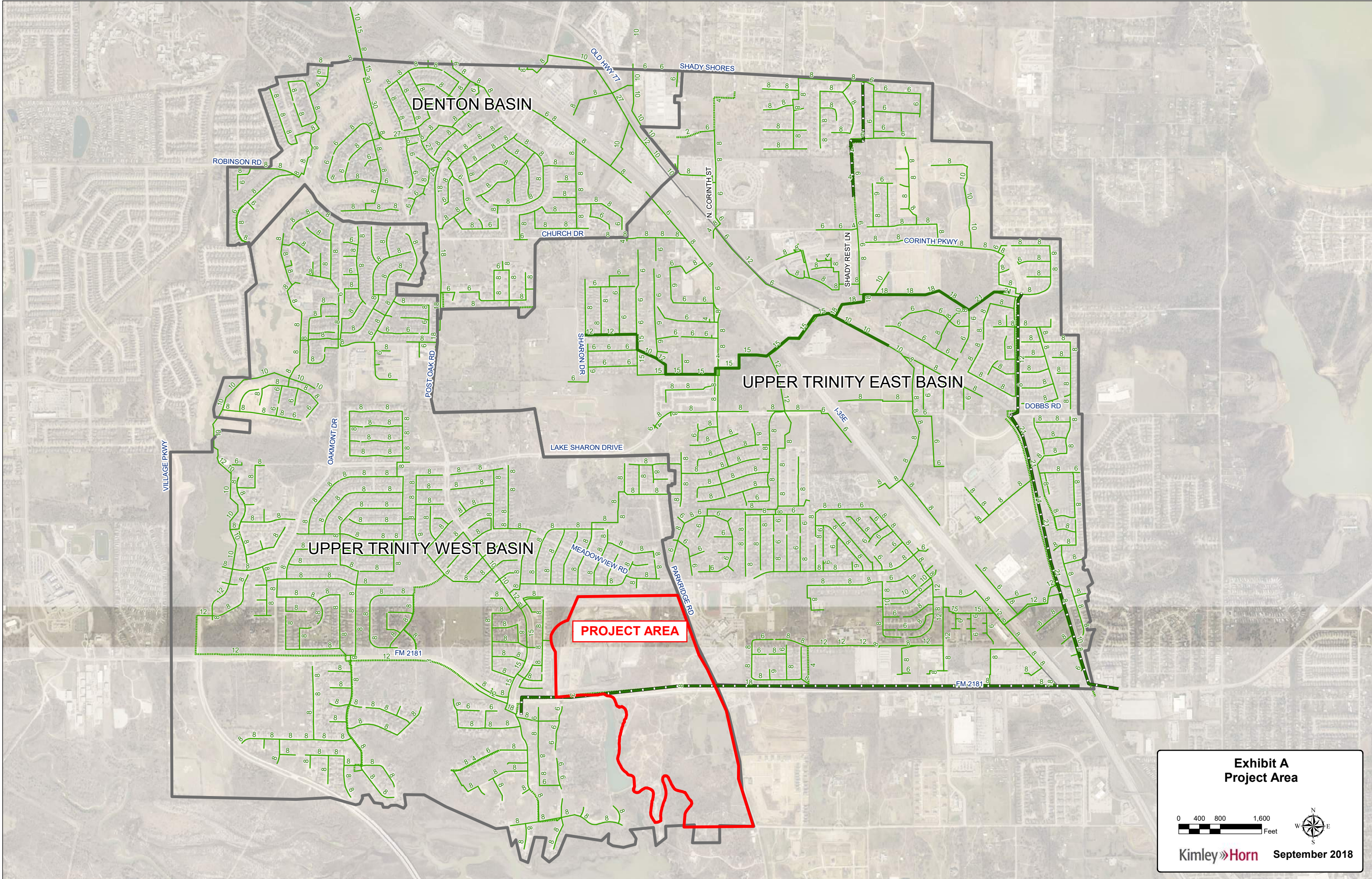



Exhibit A
Project Area

0 400 800 1,600 Feet



Kimley»Horn September 2018



Table 1: Wastewater Duty Factors

Land Use	gpd/acre
Existing Single Family	200
Low Density Residential	1,000
High Density Residential	2,400
Mixed Residential	1,530
Mixed Use Residential	1,450
Rural	200
Parks and Open Space	40
Public/Semi-Public	1,200
Mixed Use Non-Residential	900
Office/Business Park	1,600
Retail	640
Commercial	800
Industrial	400

Wastewater Duty Factors from City of Corinth Water and Wastewater Master Plan Report for 2017

The acreage and corresponding wastewater demand of each land use found within the project area is shown in the following table:

Table 2: Project Area Wastewater Demands

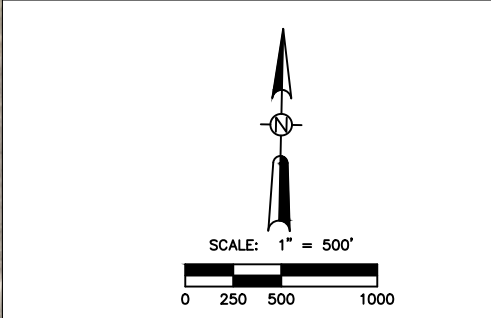
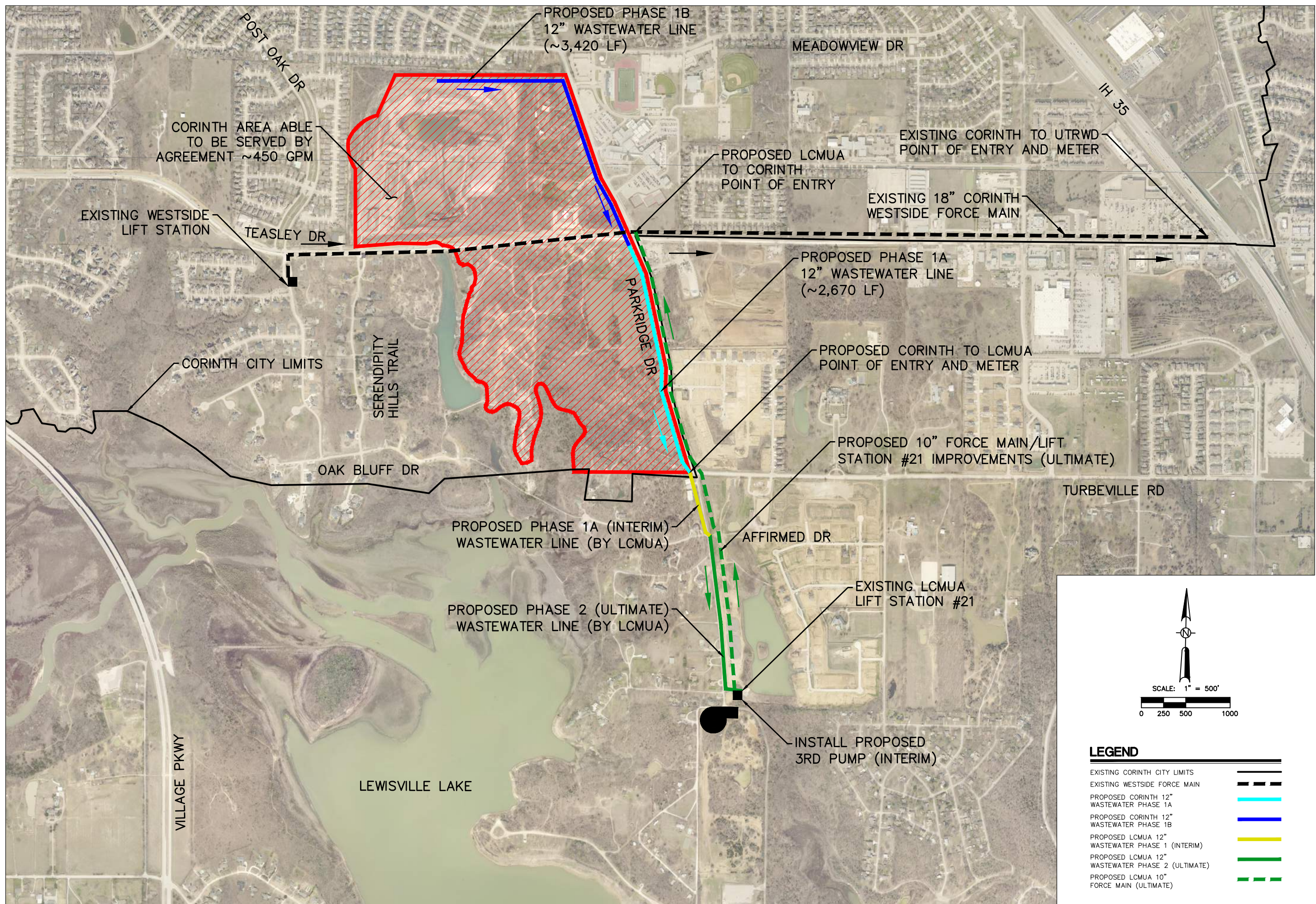
	Area (acre)	Unit Demand (gpd/acre)	Total Demand (gpd)	Peak Demand (gpm)
Low Density Residential	106.5	1,000	106,550	192
Mixed Residential	60.6	1,530	92,647	167
Mixed Use Residential	25.1	1,450	36,413	66
Retail	18.1	640	11,574	21
Total	210	N/A	247,183	446

C. Proposed Gravity Wastewater Line to LCMUA

In order to convey flow from the project area to LCMUA, a gravity wastewater main was conceptually evaluated. The proposed 12" gravity main extends from the northern edge of the project area to a LCMUA lift station near Lake Lewisville. The gravity main is divided into Phases 1A, 1B, and 2; driven by future wastewater demand. Exhibit B shows each phase of the proposed 12" wastewater line to LCMUA.

Phase 1A of the line would be constructed by Corinth from Teasley Drive to the city limit boundary in Turbeville Road. In the interim, LCMUA would be responsible for continuing the line south beyond the city limits to an existing LCMUA gravity wastewater manhole near the intersection of Sycamore Bend Road and Eagles Aerie Court. When future development continues north of Teasley Drive, the wastewater line would be extended to the northern edge of the project area with Phase 1B. Due to varying topography and unknown future development plans, a routing study may be necessary for this portion of the line.

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LEGEND

- EXISTING CORINTH CITY LIMITS |||
- EXISTING WESTSIDE FORCE MAIN - - -
- PROPOSED CORINTH 12" WASTEWATER PHASE 1A —
- PROPOSED CORINTH 12" WASTEWATER PHASE 1B —
- PROPOSED LCMUA 12" WASTEWATER PHASE 1 (INTERIM) —
- PROPOSED LCMUA 12" WASTEWATER PHASE 2 (ULTIMATE) —
- PROPOSED LCMUA 10" FORCE MAIN (ULTIMATE) - - -

Kimley»Horn
13408 Main Street, Suite 200, Houston, Texas 77060 281.279.7300

NO.	REVISION	BY	DATE

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M. A. SAMARRIPAS P.E.
 SERIAL NO. 95876
 DATE: SEPTEMBER 2018

**CITY OF CORINTH
 WESTSIDE LIFT STATION
 AND LCMUA SANITARY
 SEWER EVALUATION**

**PROPOSED
 WASTEWATER TO LCMUA**

DATE: SEPTEMBER 2018
 DESIGN: MAS
 DRAWN: DAZ
 CHECKED: MAS
 KHA NO.: 061008052





As portions of the project area and LCMUA's service area continue to develop, the existing LCMUA gravity sewer system will not have capacity to transmit Corinth's flows to the lift station. The Phase 2 extension of the wastewater line would then be required to provide service to the LCMUA lift station located near the southern terminus of Sycamore Bend Road.

3. Analysis

A. Existing Westside Lift Station Conditions

In 2010, the City contracted with HDR to conduct a Westside Lift Station Evaluation Report. The report investigated the existing and buildout conditions at Westside Lift Station. The report also examined possible improvements to Westside Lift Station and other lift stations in the Westside basin. As a part of this investigation, ultimate peak flow at buildout was projected to be 5.57 MGD (3,870 gpm).

Westside Lift Station underwent major improvements in 2013, including wet well demolition and reconstruction, pump replacements, and electrical improvements. Three 80 HP KSB submersible pumps were installed, giving the station a firm capacity of 4,150 gpm. Exhibit 5 shows the existing pump and system curves for Westside Force Main. Additional information on the existing pumps at Westside Lift Station may be found in Appendix C.

Prior to these improvements, Westside Force Main ran approximately 150 feet and tied into UTRWD 18" Lantana Force Main at FM 2181 and Post Oak Trail. In 2013, the 18" Westside Force Main was extended approximately 10,500 LF along FM 2181 to I-35. Flow from the Westside Force Main then continues through the Lantana Force Main and two 24" parallel force mains before arriving at UTRWD Lakeview Regional Water Reclamation Plant.

B. Proposed Westside Lift Station Conditions

The 446 gpm peak flow discussed in Section 2.B. will be collected and combined with approximately 890 gpm peak flow from LCMUA's service area. The 1,336 gpm combined peak flow will then be pumped through a future LCMUA force main directly into the City's Westside Force Main. This connection is anticipated to take place near the intersection of FM 2181 and Parkridge Drive (See Exhibit D).

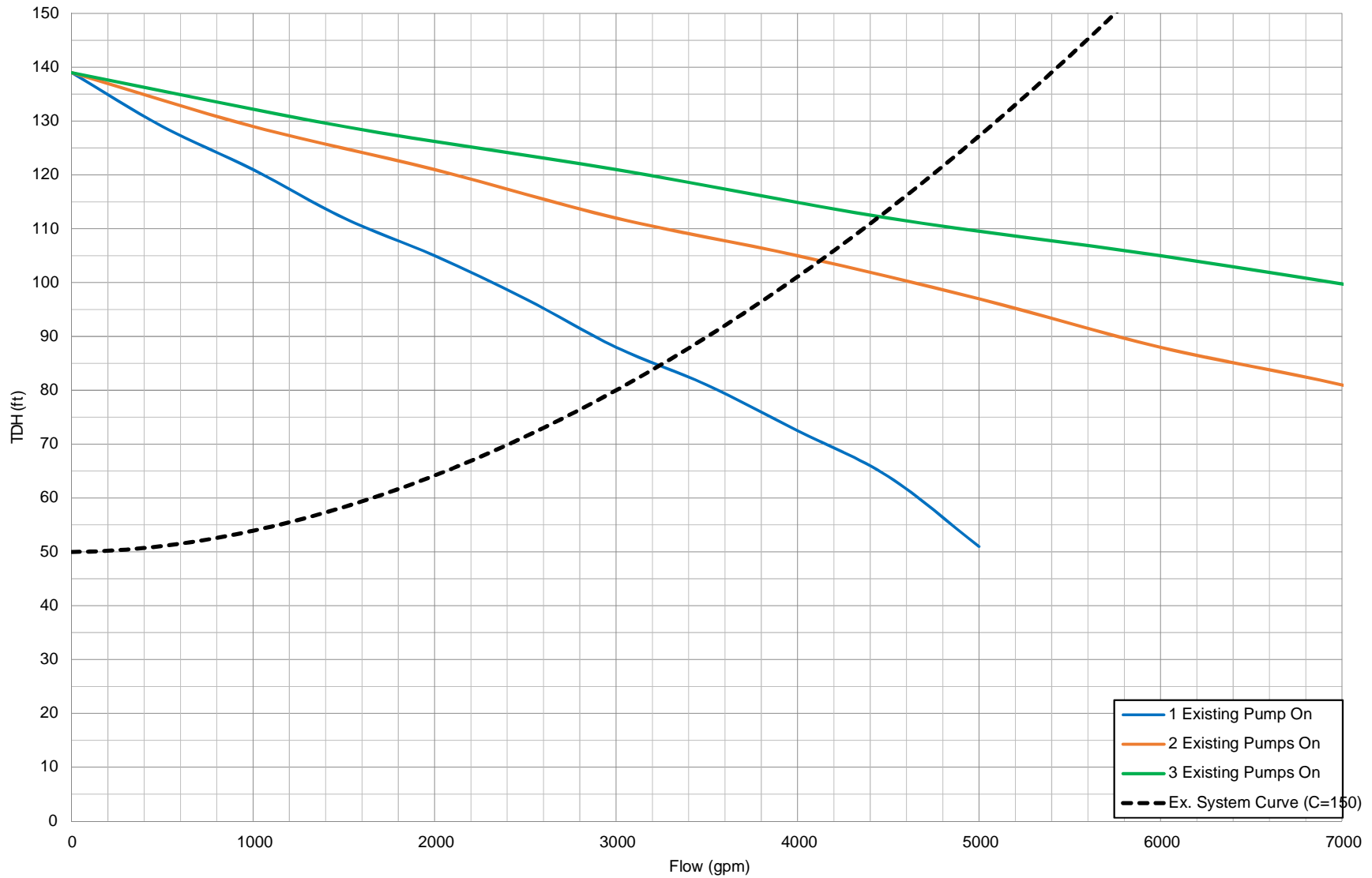
With flow from the project area being directed to LCMUA, Westside Lift Station would experience a reduction of 446 gpm entering its wet well at peak flow. However, 1,336 gpm peak flow will be added to the force main at the LCMUA force main connection, reducing the pumping capacity at Westside Lift Station because of increased friction losses in the force main. Exhibit 5 shows the pump and system curves for Westside Lift Station in the proposed operating conditions.

4. Results

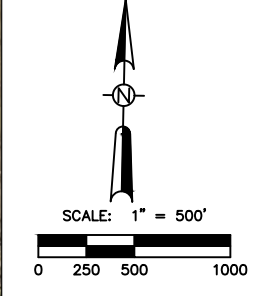
A. Outcome

Westside Lift Station is currently capable of providing 4,150 gpm firm capacity at 104 ft of head when two pumps are utilized. The proposed scenario would remove 446 gpm of peak flow from Westside Lift Station, reducing Westside Lift Station's required capacity to approximately 3,700 gpm. Additional flow encountered in Westside Force Main would increase the operating head to approximately 115 ft. Because firm capacity (2 pumps on) at Westside Lift Station is approximately 2,600 gpm at 115 ft of head, improvements would be necessary to maintain the lift station's pumping capacity.

Exhibit C - Existing Westside Lift Station Pump and System Curves



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 1348 Westwood Park, Suite 200, Houston, TX 77060 281-272-7300

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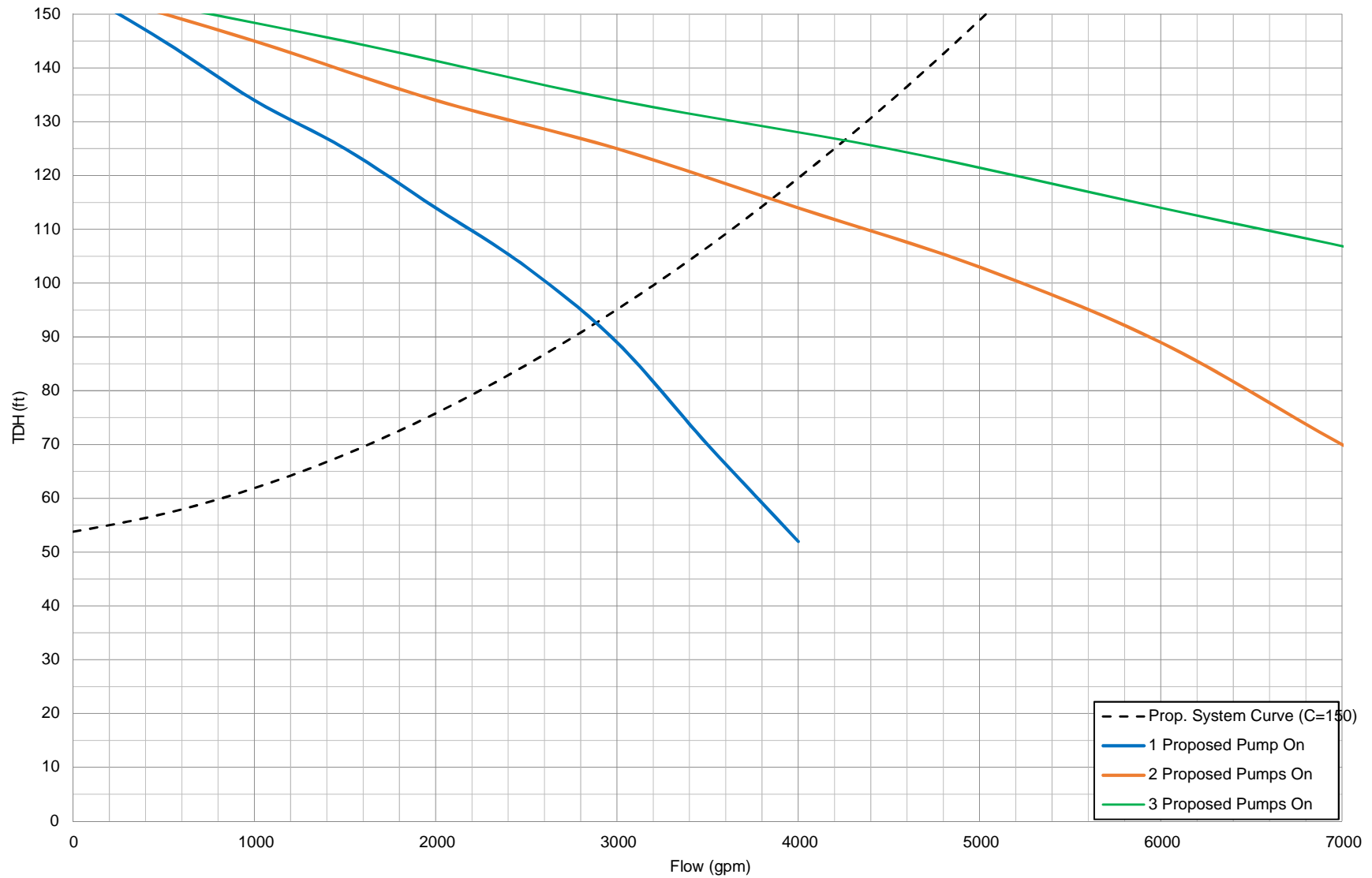
**CITY OF CORINTH
 WESTSIDE LIFT STATION
 AND LCMUA SANITARY
 SEWER EVALUATION**

**PROPOSED WESTSIDE FORCE
 MAIN & LCMUA FORCE MAIN
 CONNECTION**

DATE: SEPTEMBER 2018
 DESIGN: MAS
 DRAWN: DAZ
 CHECKED: MAS
 KHA NO.: 061008052



Exhibit E - Proposed Westside Lift Station Pump and System Curves





Kimley-Horn coordinated with the pump manufacturer in order to understand the improvements necessary at the lift station to serve the proposed operating conditions. The existing pumps at Westside Lift Station are currently fitted with the largest impellers available for the pumps, and the pump motors are also being operated at full speed. Therefore, to maintain the pumping capacity at the lift station in the proposed condition, replacing the existing pumps with higher head pumps is necessary. Appendix D contains pump information for pumps that would meet the proposed operating requirements of the station. Changes to the pump motors, electrical system, or discharge piping currently in place would not be required with the proposed pump replacements.

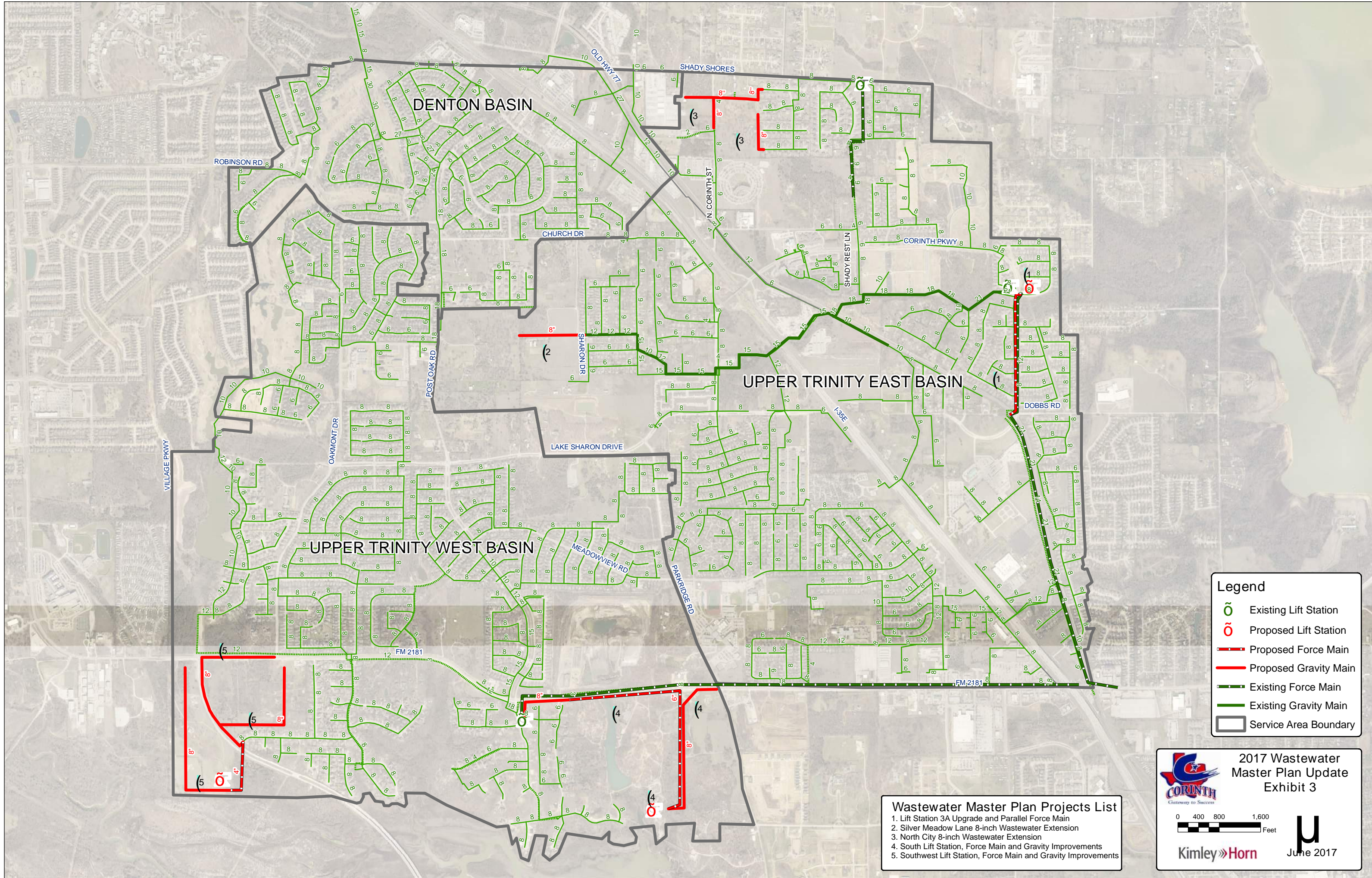
B. Opinion of Probable Construction Cost

Opinions of Probable Construction Cost (OPCC) have been developed for the 12" Gravity Main to LCMUA and Westside Lift Station Pump Replacements. The detailed cost breakdowns are provided in Appendix E. The OPCC for the projects within the City of Corinth are \$2,200,000 for the 12" Gravity Main to LCMUA and \$500,000 for the Westside Lift Station Pump Replacements. Also included in the appendix are costs for LCMUA infrastructure, provided by Belcheff & Associates, Inc. The City of Corinth may be asked to participate in cost sharing with LCMUA for these projects, which are projected to total \$2,550,000.

An OPCC for South Lift Station was provided with the 2017 Master Plan and Impact Fees Update. For comparison purposes, the OPCC for South Lift Station at the time of the report was \$2,200,000. This cost estimate also includes the associated gravity mains and force main for the lift station. The detailed cost breakdown for South Lift Station has also been provided in Appendix E.



Appendix A



DENTON BASIN

UPPER TRINITY EAST BASIN

UPPER TRINITY WEST BASIN

Legend

- Existing Lift Station
- Proposed Lift Station
- Proposed Force Main
- Proposed Gravity Main
- Existing Force Main
- Existing Gravity Main
- Service Area Boundary

Wastewater Master Plan Projects List

1. Lift Station 3A Upgrade and Parallel Force Main
2. Silver Meadow Lane 8-inch Wastewater Extension
3. North City 8-inch Wastewater Extension
4. South Lift Station, Force Main and Gravity Improvements
5. Southwest Lift Station, Force Main and Gravity Improvements

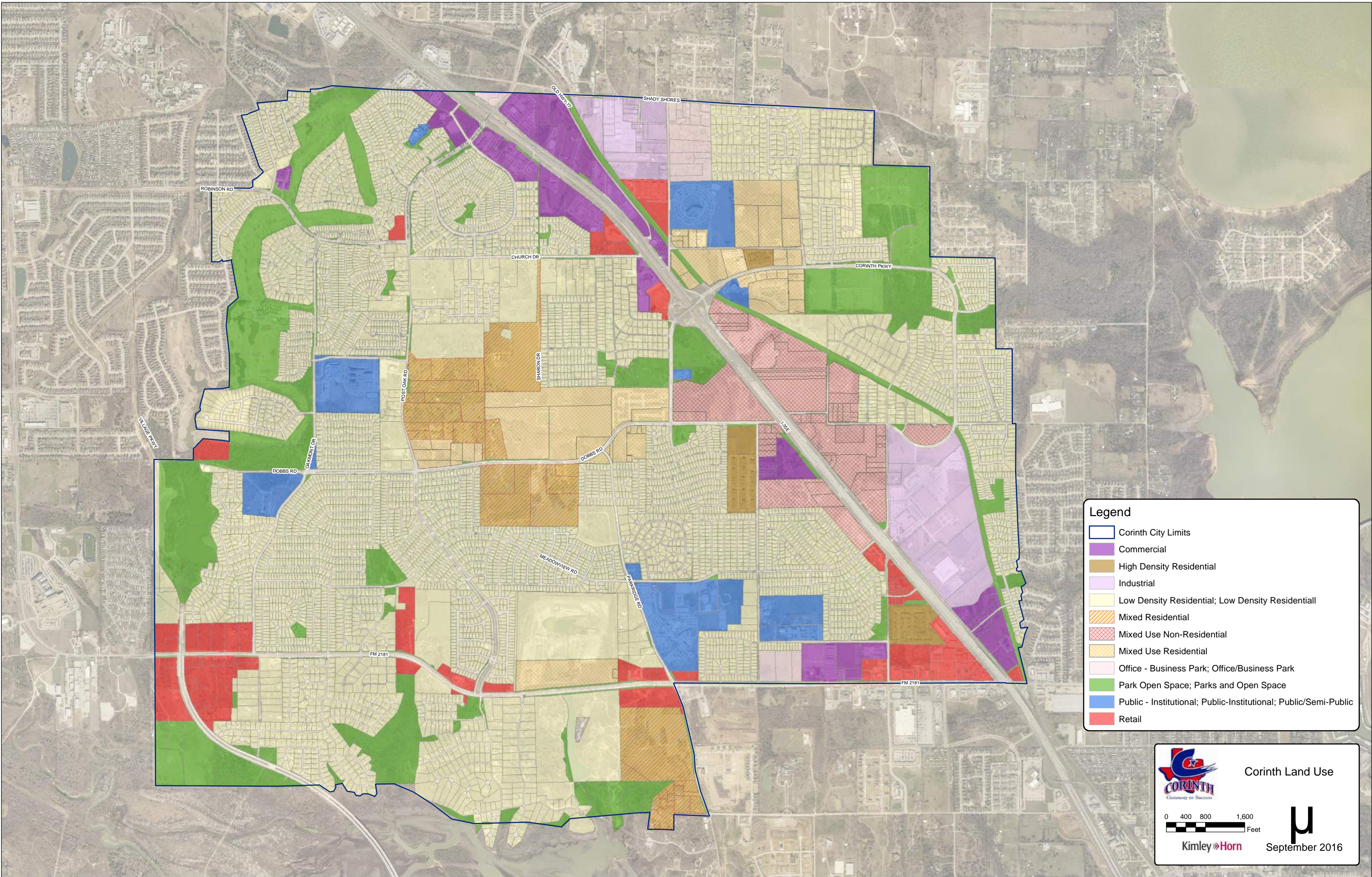
2017 Wastewater Master Plan Update Exhibit 3

0 400 800 1,600 Feet

Kimley»Horn June 2017




Appendix B





Legend

- Corinth City Limits
- Commercial
- High Density Residential
- Industrial
- Low Density Residential; Low Density Residential
- Mixed Residential
- Mixed Use Non-Residential
- Mixed Use Residential
- Office - Business Park; Office/Business Park
- Park Open Space; Parks and Open Space
- Public - Institutional; Public-Institutional; Public/Semi-Public
- Retail



Corinth Land Use

Kimley Horn

September 2016



Appendix C

Project Corinth 3 pumps running
 Customer pos.no
 Project ID
 Pos.no 1
 Created by PSI - Marc Cashion



Data sheet

Pump type KRT K 200-401/806XNG-S

Operating data

Flow	2690	US g.p.m.	Fluid		
Head	94	ft	Density	62.3	lb/ft ³
Operating speed	1160	rpm	Viscosity	1.08E-5	ft ² /s
Shaft power	78.4	hp	Temperature	68	°F
Efficiency	81.5	%			
Required pump NPSH	11	ft			
Head H(Q=0)	139	ft			
Application range	Head		Flow		
	From	123	ft	871	US g.p.m.
	To	45.8	ft	5230	US g.p.m.

Design

Make	KSB	Impeller type	Multi channel impeller
Design	Submersible pump		Closed
Series	KRT K	Impeller size	(408) 16 ¹ / ₁₆ inch
Frame size	200-401		Max. (408) 16 ¹ / ₁₆ inch
Stages	1		Min. (300) 11 ¹³ / ₁₆ inch
Curve number	K43012/1	Free passage	3 ¹ / ₈ inch
		Weight	2500 lb

Type of bearings	Antifriction
Nos. of bearings	2 / 1
Lubrication	Grease lubrication, regreasing without dismantling of pump
Suction port	Pressure rating ---
	Nominal pipe size DN0 ---
	Nominal pipe size DN1 8"
	Norm ---
Discharge port	Pressure rating CLASS 125
	Nominal pipe size DN2 8 inch
	Nominal pipe size DN3 8 inch
	Norm ASME/ANSI B16.1
Suction port: pump (DN1)	Discharge port: discharge elbow (DN3)

Materials

Pump casing	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Discharge cover	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Impeller	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Shaft	Stainless steel EN-1.4021+QT800 (A 276 Type 420)
Bearing bracket	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Motor casing	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Bolts, nuts	Stainless steel A4 (EN-1.4571) (A 276 Type 316)
Shaft protection sleeve	Stainless steel EN-1.4021+QT800 (A 276 Type 420)
Casing wear ring	Grey cast iron EN-JL1030 (A 48 Class 30B)
Impeller wear ring	---
O-Rings	Nitrile rubber (NBR)

Project Corinth 3 pumps running
Customer pos.no
Project ID
Pos.no 1
Created by PSI - Marc Cashion



Page 2 / 5
2018-05-16

Data sheet

Pump type KRT K 200-401/806XNG-S

Shaft seal

Type of seal	Double mechanical seal
Arrangement:	Tandem
Seal on medium side	with elastomer bellows
Mechanical seal, pump-side	Silicon carbide / Silicon carbide
Mechanical seal, bearing-side	Carbon / Silicon carbide

Monitoring

Thermal winding protection	By temperature sensitive switches or PTC
Explosion proof protection	---
Motor housing monitoring	By conductive moisture sensor electrode
Mechanical seal leakage detection	By float switch
Bearing temperature monitoring	By PT 100 thermistor

Coating

Preparatory treatment	Sa 2 1/2 to ISO 8501-1 / ISO 12 944-4 DIN 55928, Part 4
Blasting method	Steel grit blasting
Primer	Zinc phosphate or Zinc dust
Dry film thickness primer	> 35 microns
Top coat	2-component epoxy resin
Solids content	> 82 %
Dry film thickness top coat	> 150 microns
Colour	Ultramarine Blue (RAL 5002 to DIN 6174)

Installation

INSTALLATION

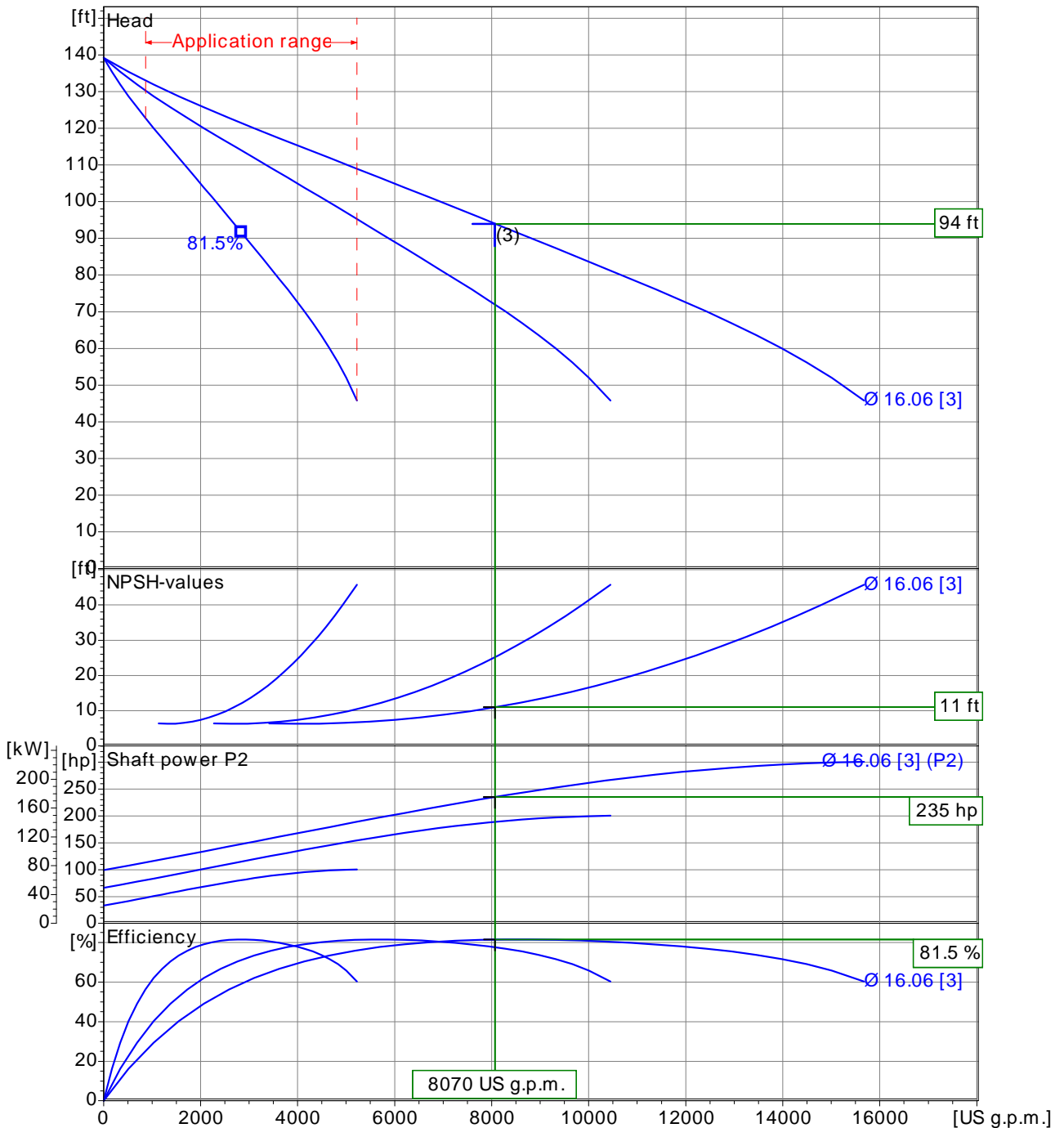
Type of installation:	Wet well installation designed for automatic connection to a permanently installed discharge elbow
Discharge elbow size (DN2/DN3):	8 inch / 8 inch
Flange dimensions to:	ASME/ANSI B16.1, CLASS 125
Claw:	Bolted to the pump
Guide system:	Double guide bars
Guide bar diameter:	2 x 3 in pipe, outside dia. 89 mm (3,5 in), inside dia. 78...84 mm (3,3...3,1 in)
Installation depth:	4,5 m (15 ft)
Lifting device:	stainless steel lifting chain
Length of lifting device:	10 m (33 ft)
Lifting loops:	Every 2,5 m (8 ft)
Installation accessories:	Discharge elbow, 8 inch / 8 inch fasteners, claw, bracket, lifting chain, but without guide bars

Materials:

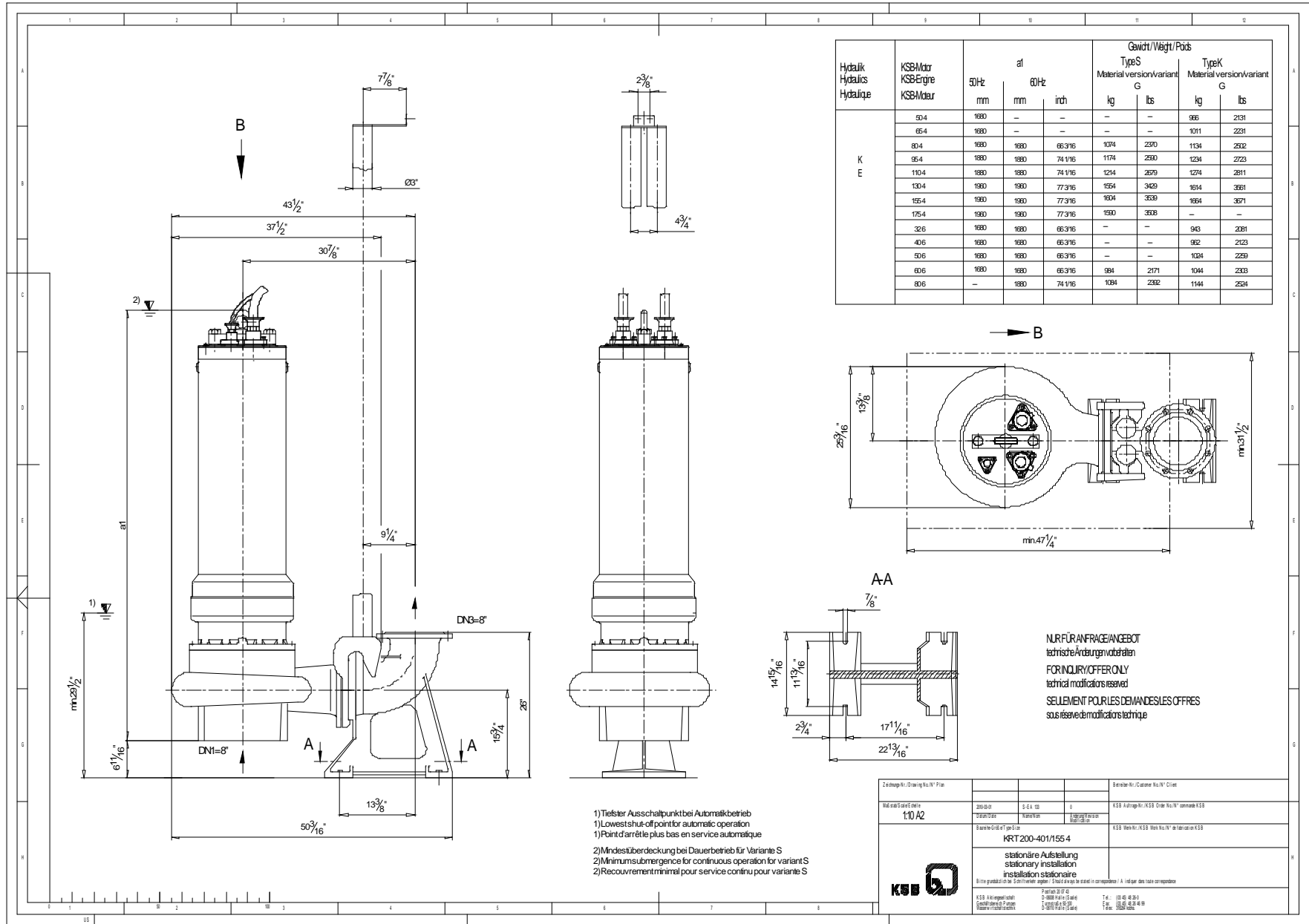
Discharge elbow:	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Claw:	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Bracket:	Stainless steel EN-1.4571 (A 276 Type 316 Ti)
Guide bars:	Not part of this specification
Lifting device:	Stainless steel EN-1.4404 (A 276 Type 316 L)

Performance curve

Pump type KRT K 200-401/806XNG-S



Impeller type	Multi channel impeller	Curve number	K43012/1
Free passage	3 1/8"	Density	62.322 lb/ft ³
Impeller size	16 1/16" (408)	Frequency	60 Hz
		Speed	1160 1/min



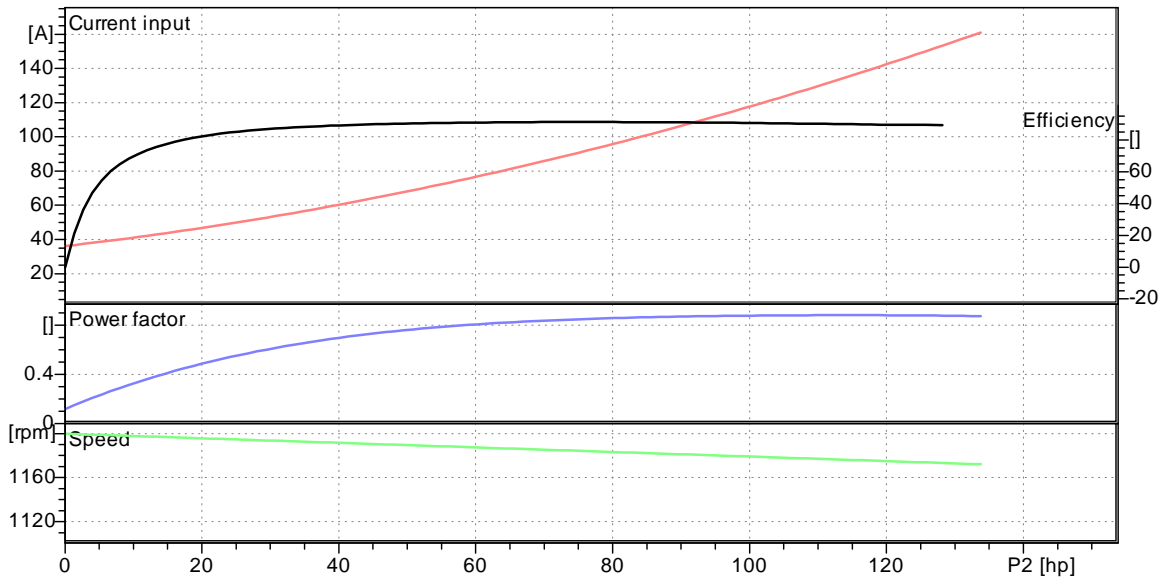
Data sheet: Motor data

Motor type 806XNG S / P

Motor manufacturer	KSB Aktiengesellschaft	Rated voltage	460	V
Design acc. standard	-	Rated frequency	60	Hz
Service factor	1.15	Rated power P2	107	hp
Degree of protection	IP68	Rated current	126	A
Insulation class	H	Nominal speed	1178	rpm
Starting mode	Direct	NEMA code letter	F	
No. starts / h	10	Starting to rated current	5.4	
Coolant temperature	< / = 40 °C (104 °F)	Starting current	680	A
Motor casing	Grey cast iron EN-GJL-250 (A 48 Class 35B)			
Explosion protection	Class I, Div. 1, Groups C,D, T3			
Pump type	KRT K 200-401/806XNG-S			

Load	P1 kW	P2 hp	eta %	cos phi	I A
4/4	88.26	107.0	90.4	0.88	126.0
3/4	65.61	80.3	91.2	0.86	96.0
2/4	43.98	53.5	90.7	0.78	71.0
1/4	23.25	26.8	85.8	0.57	51.0

Main cable	2 x AWG 3-4	Diameter	1.06..1.13 inch
Control cable	1 x AWG 15-10	Diameter	0.63..0.67 inch
Cable, outer sheath	Waterproof synthetic rubber compound		
Cable length	10 m		





Appendix D

Project Corinth 2 Pumps Running - New Duty Point
 Customer pos.no
 Project ID
 Pos.no 2
 Created by PSI - Marc Cashion



Data sheet

Pump type KRT K 200-501/806XNG-S

Operating data

Flow	1890	US g.p.m.	Fluid		
Head	115	ft	Density	62.3	lb/ft ³
Operating speed	1160	rpm	Viscosity	1.08E-5	ft ² /s
Shaft power	73.1	hp	Temperature	68	°F
Efficiency	75.1	%			
Required pump NPSH	11.7	ft			
Head H(Q=0)	155	ft			
Application range	Head		Flow		
	From	132	ft	1030	US g.p.m.
	To	52.2	ft	4000	US g.p.m.

Design

Make	KSB	Impeller type	Multi channel impeller
Design	Submersible pump		Closed
Series	KRT K	Impeller size	(438) 17 ¹ / ₄ inch
Frame size	200-501		Max. (502) 19 ³ / ₄ inch
Stages	1		Min. (400) 15 ³ / ₄ inch
Curve number	K43054	Free passage	4 ¹ / ₈ inch
		Weight	2965.2 lb

Type of bearings	Antifriction
Nos. of bearings	2 / 1
Lubrication	Grease lubrication, regreasing without dismantling of pump
Suction port	Pressure rating ---
	Nominal pipe size DN0 ---
	Nominal pipe size DN1 10"
	Norm ---
Discharge port	Pressure rating CLASS 125
	Nominal pipe size DN2 8 inch
	Nominal pipe size DN3 8 inch
	Norm ASME/ANSI B16.1
Suction port: pump (DN1)	Discharge port: discharge elbow (DN3)

Materials

Pump casing	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Discharge cover	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Impeller	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Shaft	Stainless steel EN-1.4021+QT800 (A 276 Type 420)
Bearing bracket	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Motor casing	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Bolts, nuts	Stainless steel A4 (EN-1.4571) (A 276 Type 316)
Shaft protection sleeve	Stainless steel EN-1.4021+QT800 (A 276 Type 420)
Casing wear ring	Grey cast iron EN-JL1030 (A 48 Class 30B)
Impeller wear ring	---
O-Rings	Nitrile rubber (NBR)

Project Corinth 2 Pumps Running - New Duty Point
Customer pos.no
Project ID
Pos.no 2
Created by PSI - Marc Cashion



Page 2 / 5
2018-05-16

Data sheet

Pump type KRT K 200-501/806XNG-S

Shaft seal

Type of seal	Double mechanical seal
Arrangement:	Tandem
Seal on medium side	with elastomer bellows
Mechanical seal, pump-side	Silicon carbide / Silicon carbide
Mechanical seal, bearing-side	Carbon / Silicon carbide

Monitoring

Thermal winding protection	By temperature sensitive switches or PTC
Explosion proof protection	---
Motor housing monitoring	By conductive moisture sensor electrode
Mechanical seal leakage detection	By float switch
Bearing temperature monitoring	By PT 100 thermistor

Coating

Preparatory treatment	Sa 2 1/2 to ISO 8501-1 / ISO 12 944-4 DIN 55928, Part 4
Blasting method	Steel grit blasting
Primer	Zinc phosphate or Zinc dust
Dry film thickness primer	> 35 microns
Top coat	2-component epoxy resin
Solids content	> 82 %
Dry film thickness top coat	> 150 microns
Colour	Ultramarine Blue (RAL 5002 to DIN 6174)

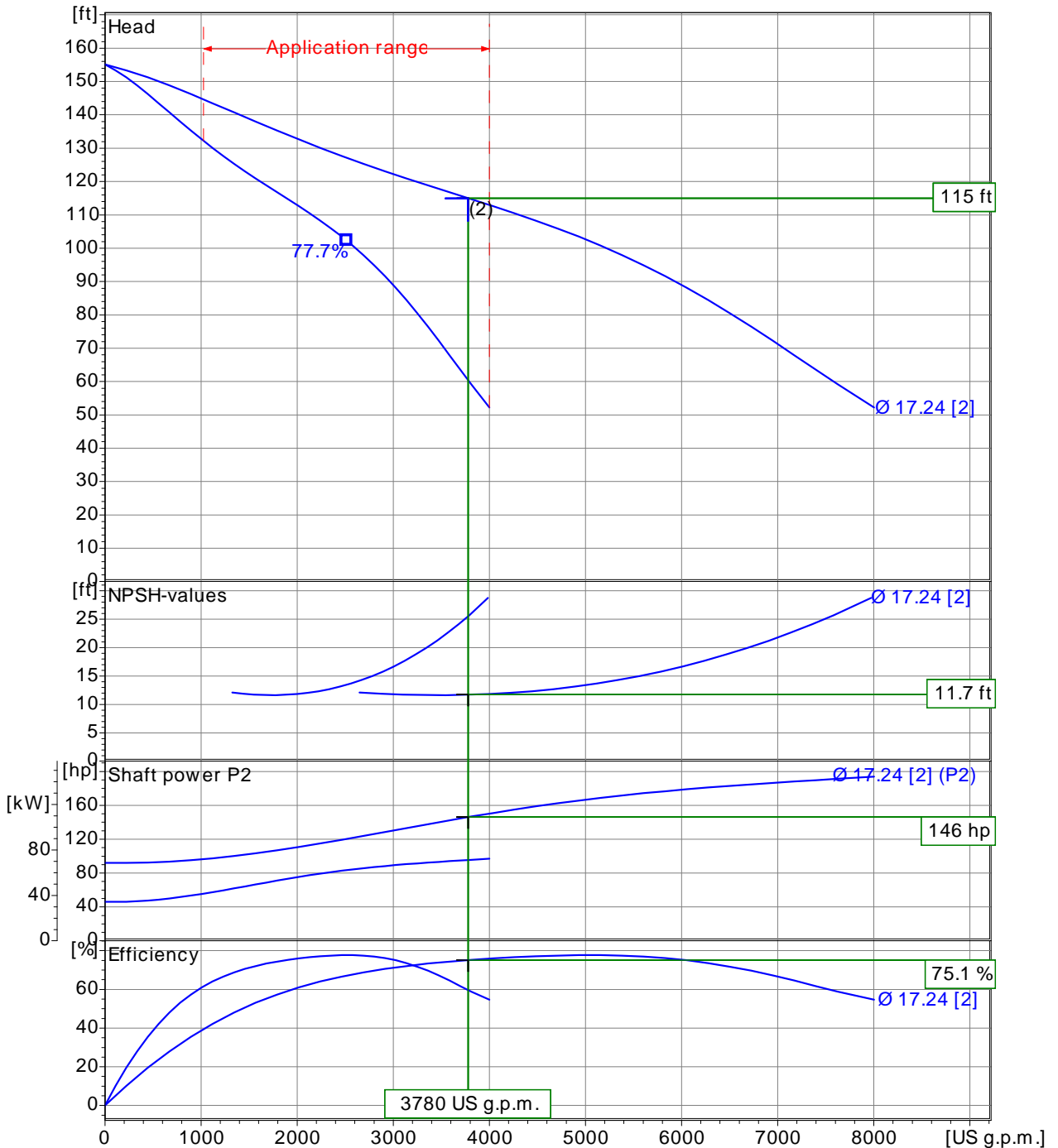
Installation

INSTALLATION

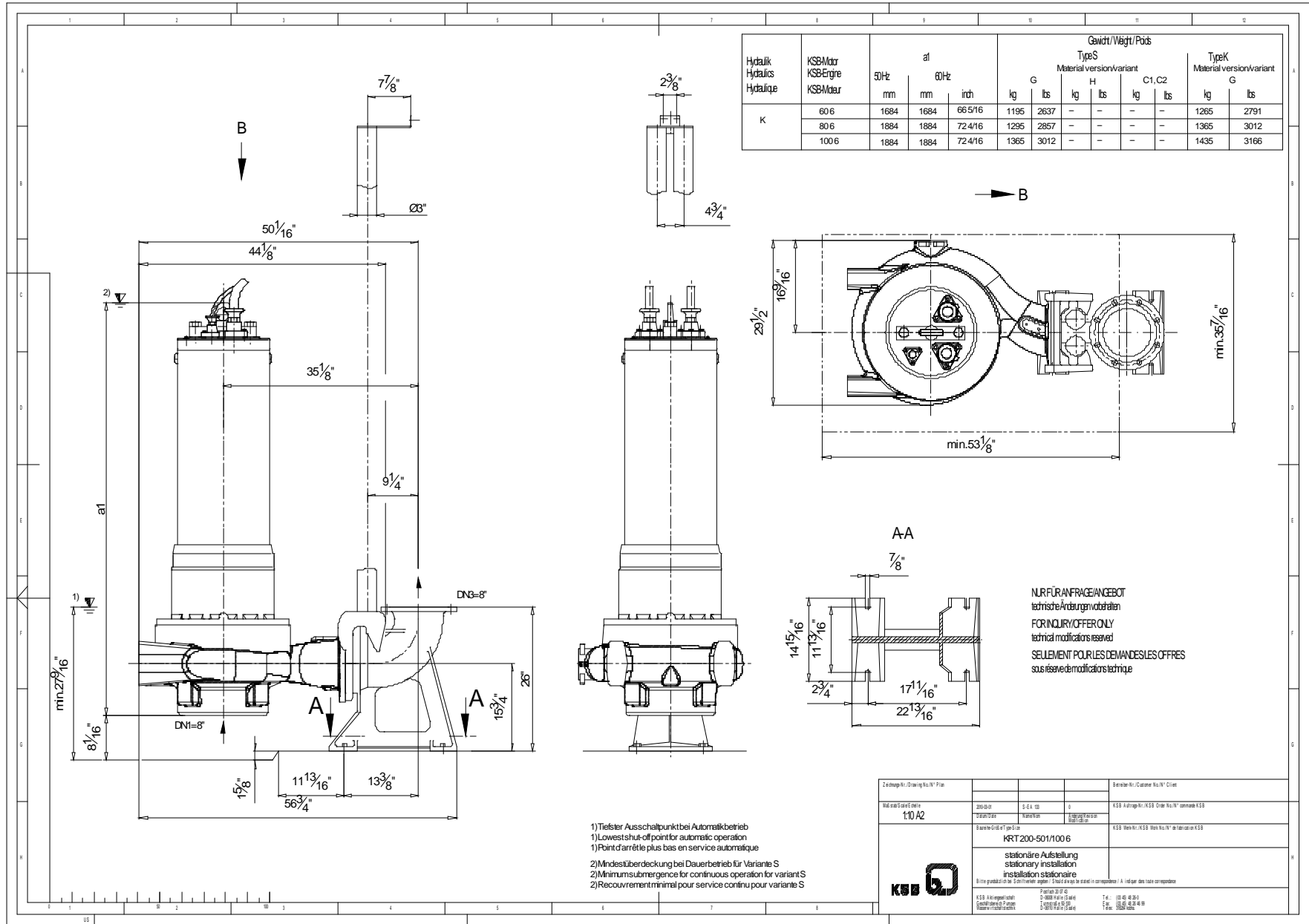
Type of installation:	Wet well installation designed for automatic connection to a permanently installed discharge elbow
Discharge elbow size (DN2/DN3):	8 inch / 8 inch
Flange dimensions to:	ASME/ANSI B16.1, CLASS 125
Claw:	Bolted to the pump
Installation depth:	4,5 m (15 ft)
Guide system:	Double guide bars
Guide bar diameter:	2 x 3 in pipe, outside dia. 89 mm (3,5 in), inside dia. 78...84 mm (3,3...3,1 in)
Lifting device:	stainless steel lifting chain
Length of lifting device:	10 m (33 ft)
Lifting loops:	Every 2,5 m (8 ft)
Installation accessories:	Discharge elbow, 8 inch / 8 inch fasteners, claw, bracket, lifting chain, but without guide bars
Materials:	
Discharge elbow:	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Claw:	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Bracket:	Stainless steel EN-1.4571 (A 276 Type 316 Ti)
Guide bars:	Not part of this specification
Lifting device:	Stainless steel EN-1.4404 (A 276 Type 316 L)

Performance curve

Pump type KRT K 200-501/806XNG-S



Impeller type	Multi channel impeller	Curve number	K43054
Free passage	4 1/8"	Density	62.322 lb/ft ³
Impeller size	17 1/4" (438)	Frequency	60 Hz
		Speed	1160 1/min
		Viscosity	1.082E-5 ft ² /s



- 1) Tiefster Ausschaltzeitpunkt bei Automatikbetrieb
1) Lowest shut-off point for automatic operation
1) Point d'arrêt le plus bas en service automatique
- 2) Mindestüberdeckung bei Dauerbetrieb für Variante S
2) Minimum submergence for continuous operation for variant S
2) Recouvrement minimal pour service continu pour variante S

NUR FÜR ANFRAGE/ANBOT
technische Änderungen vorbehalten
FOR INQUIRY/OFFER ONLY
technical modifiers reserved
SEULEMENT POUR LES DEMANDES/LES OFFRES
sous réserve de modifications technique

Zielgruppe / Drawing No. / Plan		Bezeichnung / Customer No. / Client	
Modell / Code / Model	200-501	Stück / Qty	1
1:10 A2	200-501	Produkt / Product	KSB Antrieb/KSB Drive No./N° commande KSB
Scale / Échelle / Scale	1:10 A2	Bestell-Nr. / Order No. / N° de commande	KSB Werk No. / KSB No. / N° de fabrication KSB
KRT 200-501/1006			
stationäre Aufstellung stationary installation installation stationnaire			
Bitte prüfen Sie bei 3 Einheiten gegen 1 Stück die Angabe in correspondence / A l'indiquer des tableaux correspondants			
KSB Antriebsmotor KSB Engine KSB Motor	Produkt / Code 200-501/1006 1:10 A2	Tel.: 00 49 40 26 Fax: 00 49 40 26	





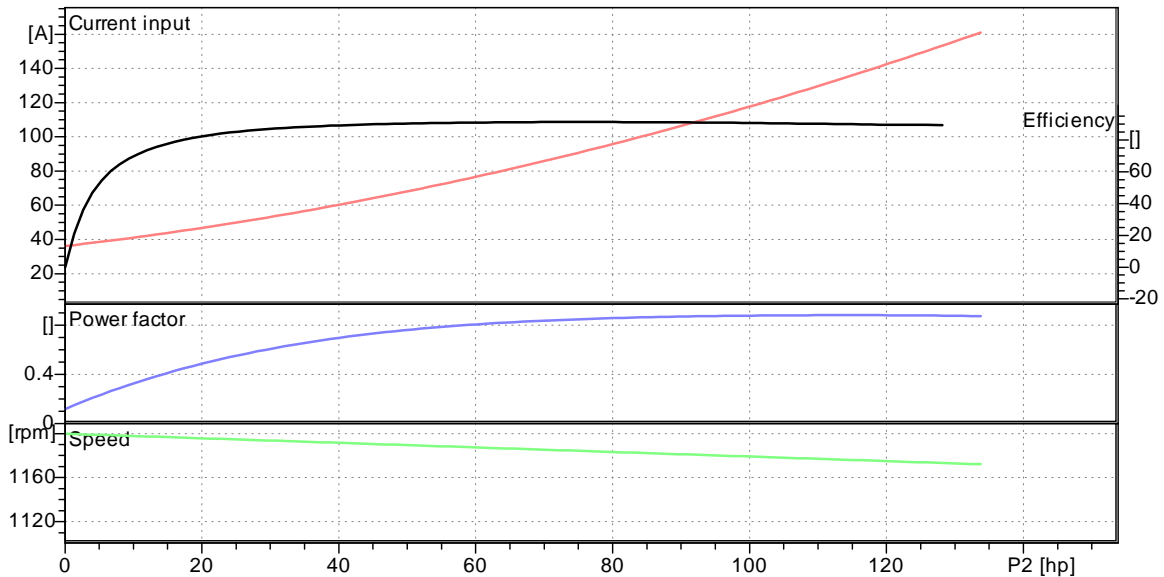
Data sheet: Motor data

Motor type 806XNG S / P

Motor manufacturer	KSB Aktiengesellschaft	Rated voltage	460	V
Design acc. standard	-	Rated frequency	60	Hz
Service factor	1.15	Rated power P2	107	hp
Degree of protection	IP68	Rated current	126	A
Insulation class	H	Nominal speed	1178	rpm
Starting mode	Direct	NEMA code letter	F	
No. starts / h	10	Starting to rated current	5.4	
Coolant temperature	< / = 40 °C (104 °F)	Starting current	680	A
Motor casing	Grey cast iron EN-GJL-250 (A 48 Class 35B)			
Explosion protection	Class I, Div. 1, Groups C,D, T3			
Pump type	KRT K 200-501/806XNG-S			

Load	P1 kW	P2 hp	eta %	cos phi	I A
4/4	88.26	107.0	90.4	0.88	126.0
3/4	65.61	80.3	91.2	0.86	96.0
2/4	43.98	53.5	90.7	0.78	71.0
1/4	23.25	26.8	85.8	0.57	51.0

Main cable	2 x AWG 3-4	Diameter	1.06..1.13 inch
Control cable	1 x AWG 15-10	Diameter	0.63..0.67 inch
Cable, outer sheath	Waterproof synthetic rubber compound		
Cable length	10 m		





Appendix E

Client: City of Corinth	Date: 7/30/2018
Project: Westside Lift Station and LCMUA Sanitary Sewer Analysis	Prepared By: DAZ
KHA No.: 061008052	Checked By: MAS

Title: 12" Teasley Trail to Sycamore Bend Lift Station (Phase 1A)	Sheet: 1 of 4
---	---------------

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000
2	12" Wastewater Main	3,440	LF	\$ 80.00	\$ 275,200
3	4' Manhole (8" - 18" Main)	11	EA	\$ 9,000.00	\$ 103,200
4	Connect to Existing LCMUA Manhole	1	EA	\$ 5,000.00	\$ 5,000
5	Meter Station	1	LS	\$ 30,000.00	\$ 30,000
6	Bore with 24" Steel Casing	300	LF	\$ 800.00	\$ 240,000
7	Seeding, Fertilizer & Erosion Control	3,140	LF	\$ 10.00	\$ 31,400
8	Misc. Driveway Repair	1	LS	\$ 15,000.00	\$ 15,000
9	Trench Safety	3,140	LF	\$ 2.00	\$ 6,280
10	Temporary Fencing	3,140	LF	\$ 10.00	\$ 31,400
11	Easement Acquisition (20' width)	1.6	AC	\$ 70,000.00	\$ 110,560
12	Tree Removal	1	LS	\$ 10,000.00	\$ 10,000
13	TV Inspection	3,440	LF	\$ 1.00	\$ 3,440

Basis for Cost Projection:		Subtotal:	\$ 886,480
<input checked="" type="checkbox"/>	No Design Completed	Eng/Survey Fees (+/- %):	15 \$ 133,000
<input type="checkbox"/>	Preliminary Design	Contingency (+/- %):	25 \$ 280,520
<input type="checkbox"/>	Final Design	Total:	\$ 1,300,000

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Client: City of Corinth	Date: 7/30/2018
Project: Westside Lift Station and LCMUA Sanitary Sewer Analysis	Prepared By: DAZ
KHA No.: 061008052	Checked By: MAS

Title: 12" Parkridge Drive Wastewater to Teasley Drive (Phase 1B)	Sheet: 2 of 4
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000	
2	12" Wastewater Main	3,420	LF	\$ 80.00	\$ 273,600	
3	4' Manhole (8" - 18" Main)	11	EA	\$ 9,000.00	\$ 102,600	
4	Connect to Corinth Wastewater Main	1	EA	\$ 5,000.00	\$ 5,000	
5	Seeding, Fertilizer & Erosion Control	3,420	LF	\$ 10.00	\$ 34,200	
6	Misc. Driveway Repair	1	LS	\$ 15,000.00	\$ 15,000	
7	Trench Safety	3,420	LF	\$ 2.00	\$ 6,840	
8	Temporary Fencing	3,420	LF	\$ 10.00	\$ 34,200	
9	Easement Acquisition (20' width)	1.6	AC	\$ 70,000.00	\$ 109,917	
10	Tree Removal	1	LS	\$ 15,000.00	\$ 15,000	
11	TV Inspection	3,420	LF	\$ 1.00	\$ 3,420	
Basis for Cost Projection:					Subtotal:	\$ 619,777
<input checked="" type="checkbox"/>	No Design Completed			Eng/Survey Fees (+/- %):	15	\$ 93,000
<input type="checkbox"/>	Preliminary Design			Contingency (+/- %):	25	\$ 187,223
<input type="checkbox"/>	Final Design			Total:		\$ 900,000

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Client: City of Corinth	Date: 6/17/2018
Project: Westside Lift Station and LCMUA Sanitary Sewer Analysis	Prepared By: DAZ
KHA No.: 061008052	Checked By: MAS

Title: Westside Lift Station Pump Replacements	Sheet: 3 of 4
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000
2	Existing Pump Removal	3	EA	\$ 20,000.00	\$ 60,000
3	KRT 200-401/806XNG-S Pump	3	EA	\$ 75,000.00	\$ 225,000
Basis for Cost Projection:					
<input checked="" type="checkbox"/>	No Design Completed			Subtotal:	\$ 295,000
<input type="checkbox"/>	Preliminary Design			Eng/Survey Fees (+/- %):	15 \$ 45,000
<input type="checkbox"/>	Final Design			Contingency (+/- %):	25 \$ 160,000
Total:					\$ 500,000

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Client: City of Corinth	Date: 9/24/2018
Project: Wastewater Impact Fee Projects	Prepared By: AMK
KHA No.: 061008048	Checked By: MAS

Title: South Lift Station, Force Main, and Gravity Improvements	Sheet: 4 of 4
---	---------------

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
2	8" Wastewater Main	4,270	LF	\$ 60.00	\$ 256,200
3	6" Wastewater Force Main	4,600	LF	\$ 60.00	\$ 276,000
4	0.5 MGD Lift Station	1	LS	\$ 500,000.00	\$ 500,000.00
5	4' Manhole (8" - 18" Main)	7	EA	\$ 9,000.00	\$ 63,000
6	Connect to Existing Manhole	1	EA	\$ 5,000.00	\$ 5,000
7	Bore with 16" Steel Casing	60	LF	\$ 600.00	\$ 36,000
8	Seeding, Fertilizer & Erosion Control	5,100	LF	\$ 10.00	\$ 51,000
9	Concrete Pavement Repair (SY)	4,200	SY	\$ 80.00	\$ 336,000
10	Trench Safety	8,810	LF	\$ 2.00	\$ 17,620
11	TV Inspection	4,270	LF	\$ 1.00	\$ 4,270

- Basis for Cost Projection:
- No Design Completed
 - Preliminary Design
 - Final Design

Subtotal:		\$ 1,545,090
Eng/Survey Fees (+/- %):	15	\$ 232,000
Contingency (+/- %):	25	\$ 422,910
Total:		\$ 2,200,000

Belcheff & Associates, Inc.

Opinion of Probable Construction Cost

100 Trophy Club Drive, Suite 103 Trophy Club, TX 76262 TBPE Reg. No. F-368

Client: Lake Cities Municipal Utilities Authority	Date: 8/6/2018
Project: Sycamore Bend SS 12" Extension - Phase I (Interim)	Prepared By: MLA
BAI No.: 170901.01	Checked By: MLA

Title: Apprx. 800 LF Corinth POE to Affirmed Dr. 8" SS	Sheet: 1 of 1
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Bonds, Insurance & Mobilization	1	LS	\$18,000	\$30,000
2	Preparation of right-of-way	1	LS	\$25,000	\$25,000
3	4' Dia. Reinforced Concrete SSMH	3	Ea	\$9,500	\$28,500
4	12" SDR-35 PVC SS	740	LF	\$115	\$85,100
5	12" SDR-35 PVC SS (by bore)	60	LF	\$325	\$19,500
6	Misc. Pavement and Driveway Replacement	150	SY	\$125	\$18,750
7	De-watering & bypass pumping	1	LS	\$5,000	\$5,000
8	Trench Safety & Shoring	740	LF	\$10	\$7,400
9	Bermuda grass hydromulching and watering	2,056	SY	\$5	\$10,278
10	Traffic Control SWPPP Implementation & Maintenance	1	LS	\$10,000	\$10,000

Basis for Cost Projection:

- No Design Completed
- Preliminary Design
- Final Design

Note: Assumes no additional easement or land acquisition required for permanent facilities.

<i>Subtotal</i>		\$239,528
<i>Construction Contingency (%)</i>	20%	\$47,906
<i>Surveying (%)</i>	3%	\$8,623
<i>Engineering (%)</i>	10%	\$28,743
<i>Legal (%)</i>	0.5%	\$1,437
<i>Bidding & CA (%)</i>	3%	\$8,623
<i>Geo./Mat. Testing (%)</i>	2%	\$5,749
Total Project Cost (2018 dollars):		\$335,000

Belcheff & Associates, Inc.

Opinion of Probable Construction Cost

100 Trophy Club Drive, Suite 103 Trophy Club, TX 76262 TBPE Reg. No. F-368

Client: Lake Cities Municipal Utilities Authority	Date: 8/6/2018
Project: Sycamore Bend SS 12" Extension - Phase II (Ultimate)	Prepared By: MLA
BAI No.: 170901.01	Checked By: MLA

Title: Apprx. 2,200 LF Affirmed Dr. to Lift Station #21	Sheet: 1 of 1
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Bonds, Insurance & Mobilization	1	LS	\$20,000	\$20,000
2	Preparation of right-of-way	1	LS	\$25,000	\$25,000
3	4' Dia. Reinforced Concrete SSMH	6	Ea	\$10,000	\$60,000
4	12" SDR-35 PVC SS	2,140	LF	\$115	\$246,100
5	12" SDR-35 PVC SS (by bore)	60	LF	\$325	\$19,500
6	Misc. Pavement and Driveway Replacement	250	SY	\$125	\$31,250
7	De-watering & bypass pumping	1	LS	\$10,000	\$10,000
8	Trench Safety & Shoring	2,140	LF	\$10	\$21,400
9	Bermuda grass hydromulching and watering	5,944	SY	\$10	\$59,444
10	Traffic Control SWPPP Implementation & Maintenance	1	LS	\$18,500	\$18,500

- Basis for Cost Projection:**
- No Design Completed
 - Preliminary Design
 - Final Design

Note: Assumes no additional easement or land acquisition required for permanent facilities.

<i>Subtotal</i>		\$511,194
<i>Construction Contingency (%)</i>	20%	\$102,239
<i>Surveying (%)</i>	3%	\$18,403
<i>Engineering (%)</i>	10%	\$61,343
<i>Legal (%)</i>	0.5%	\$3,067
<i>Bidding & CA (%)</i>	3%	\$18,403
<i>Geo./Mat. Testing (%)</i>	2%	\$12,269
Total Project Cost (2018 dollars):		\$715,000

Client: Lake Cities Municipal Utilities Authority	Date: 8/6/2018
Project: Lift Station #21 Improvements	Prepared By: MLA
BAI No.: 180420.01	Checked By: MLA

Title: Corinth POE/Westside LCMUA LS #21 Ultimate Improvements	Sheet: 1 of 1
---	----------------------

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Bonds, Insurance & Mobilization	1	LS	\$40,000	\$40,000
2	Misc. Electrical Improvements	1	LS	\$125,000	\$125,000
3	On-Site Emergency Back-up Generator	1	LS	\$100,000	\$100,000
4	Modify Discharge Piping & Guiderails and Interior Components	1	LS	\$65,000	\$65,000
5	SCADA Equipment & Additional Control Components	1	LS	\$38,500	\$38,500
6	Traffic Control/SWPPP Implementation and Maintenance	1	LS	\$15,000	\$15,000
7	RC Vault w/ 10 " Flow Meter	1	LS	\$55,000	\$55,000
8	10" PVC Force Main and Connection to Existing 18" (Corinth)	5,350	LF	\$75	\$401,250
9	Landscape Restoration & Watering	3.7	AC	\$8,250	\$30,398
10	Lift Station Pumps +/- 700 gpm @ 140' TDH	3	Ea	\$55,000	\$165,000
Basis for Cost Projection:					
<input checked="" type="checkbox"/>	No Design Completed				
<input type="checkbox"/>	Preliminary Design				
<input type="checkbox"/>	Final Design				
					<i>Construction Subtotal</i>
					<i>Construction Contingency</i> 20%
					<i>Surveying</i> 2.0%
					<i>Hydraulic Analysis & Model</i> 1.5%
					<i>Engineering Design</i> 10%
					<i>TxDOT Permit Prep.</i> 1.0%
					<i>Legal</i> 0.5%
					<i>Bidding & CA</i> 3.0%
					<i>Geo./Mat. Testing</i> 2.0%
					Total Project Cost:
					\$1,500,000

Note: Easement Purchase estimated without benefit of appraisal.

BUSINESS ITEM 7.

City Council Regular and Workshop Session

Meeting Date: 06/06/2019
Title: LCMUA Concurrence with Design for Interim Phase 1A
Submitted For: Helen-Eve Liebman, Director **Submitted By:** George Marshall, Engineer
Finance Review: Yes **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Regional Cooperation

AGENDA ITEM

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.

AGENDA ITEM SUMMARY/BACKGROUND

Summary:

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.

Analysis:

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 220 GPM.

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

RECOMMENDATION

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

Attachments

Belcheff Agreement with LCMUA

ATTACHMENT "A"
Task Order No. 3

This Task Order is a part of the Professional Services Agreement ("Agreement") between the LAKE CITIES MUNICIPAL UTILITY AUTHORITY, (Authority) and BELCHEFF & ASSOCIATES, INC., (BAI) dated June 6, 2014, for professional services generally described as:

Project Name: Interim Phase I/II LCMUA System Improvements – Interlocal Agreement for Transportation and Delivery of Wastewater to Upper Trinity Regional Water Reclamation Plant.

The purpose of this Task Order is as follows:

To provide the Authority with the necessary basic engineering services required to complete the Sycamore Bend Sewer gravity collection line consisting of approximately 800 LF 12" PVC, a reinforced concrete sanitary sewer manhole and metering device (Corinth point-of-entry), Lift Station #21 hydraulic capacity and improvements evaluation, as-built verification and design of required improvements to establish a firm capacity of 500 GPM.

I. Basic Services: BAI agrees to furnish the Authority the following services:

A. Design/Approval Phase: BAI shall provide professional services in this phase as follows:

1. Assist the Authority in determining the limits for necessary on the ground topographic surveying which may be required for design purposes and obtain a proposal for said services for execution by the Authority.
2. BAI will prepare, and submit for review to LCMUA, a hydraulic capacity analysis for Lift Station #21 and determine the improvements required to obtain a peak firm capacity of 500 GPM utilizing the existing 6" force main.
 - a. As-built existing facilities and ensure conformance to design drawings and specifications – piping, wet-well dimensions, depth to influent gravity line, electrical components, valve sizing, etc.
 - b. Prepare, in accordance with LCMUA General Requirements for Development, the hydraulic capacity analysis summary report to include recommendations for improvements to piping, pumps, valves, force main surge analysis, and electrical components, based on as-built conditions for the Lift Station and existing 6" force main.
 - c. Produce an opinion of probable construction cost and implementation plan for the necessary improvements to Lift Station #21.
3. BAI will prepare 60% construction plans consisting of a Cover Sheet, Index of Sheets, General Notes, Dimensional Control, Sewer plan and profile sheets, and a plan for the point-of-entry metering manhole for the Sycamore Bend gravity sanitary sewer extension.
4. Submit two (2) half-size copies of the 60% plans for review – one (1) for the LCMUA and one (1) for the City of Corinth. BAI will coordinate and attend a design review meeting (1 max.) with the Authority and/or City of Corinth for

review of the 60% submittal.

5. BAI will coordinate and request that all franchise utilities be located and marked through the DIGTESS/811 system. BAI will include such marked facilities on the 60% construction plans and provide to all franchise utility companies for review and the Authority's coordination of design/relocation. Design of franchise utilities is not included in these Basic Services. Reasonable modifications to the project design shall be performed by BAI, if possible, in the event of a conflict with an existing franchise utility if directed by the Authority.
 6. Upon receipt of written comments from the Authority and/or City of Corinth for the 60% design submittal, BAI will prepare 90% construction plans, metering manhole details and specifications, and Standard LCMUA Construction Detail Sheets. The 90% plans will include all plan sheets that were included in the 60% submittal, plus reasonable additional sheets required to address the Authority's/Corinth's comments from the 60% plan review.
 7. Submit two (2) half-size copies of the 90% plans and specifications – one (1) for the LMCUA and one (1) for the City of Corinth. BAI will coordinate and attend a review meeting (1 max.) with the Authority and/or the City of Corinth for the 90% submittal.
 8. Upon receipt of written comments from the Authority for the 90% design submittal, BAI will prepare 100% construction plans, specifications, contract documents, bid form with quantities.
- B. Bidding Phase: Upon completion of the Lift Station #21 Hydraulic Capacity Analysis, design services and approval of the final construction plans and specifications by the Authority for the Sycamore Bend gravity sewer extension, BAI will proceed with the performance of services in this phase as follows for the projects (as required):
1. Assist the Authority in securing bids by issuance of a Notice to Bidders to prospective contractors and vendors listed in BAI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for the Authority to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be the Authority's.
 2. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
 3. Assist the Authority by responding to written requests to interpret bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 4. BAI will assist the Authority in the opening, tabulation and analyzing the bids received. Request and review qualifications information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of a construction contract, in writing, to the LCMUA Board of Directors and attend Board meeting for questions or comments regarding the bid, process or recommended contractor. A copy of this recommendation for award shall be provided to the City Engineer for the City of Corinth.
 5. BAI will prepare Construction Contract Documents for construction contracts.

Provide five (5) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Authority and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide the Authority with two (2) copies of these fully-executed contract documents and one (1) to the City Engineer for Corinth.

6. Furnish the construction contractor five (5) copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
- C. Construction Administration Phase: Upon completion of the bid phase services, BAI will proceed with the performance of construction administration services as described below (as required):
1. Schedule and attend a pre-construction meeting with the Contractor and Authority.
 2. Review the construction schedule provided by the construction contractor and process monthly pay application requests submitted by the construction contractor on a monthly basis on forms provided by BAI for approval and payment by the Authority.
 3. BAI shall review submittals, shop drawings, requests for information, modification requests, schedules and other submittals in accordance with the requirements of the construction contract.
 4. Notify the contractor of non-conforming work observed by BAI during site visits. Review quality control related documents/test results submitted by the contractor or third-party inspection/testing company as required by the general conditions of the construction contract.
 5. Interpret the drawings and specification for the Authority and Contractor(s).
 6. Establish procedures for administering constructive changes to the construction contract. Process contract modification and negotiate with the contractor on behalf of the Authority to determine the cost and time impacts of said changes. Prepare change order documentation for approved changes to be executed by the Authority. Documentation of field orders, where cost to the Authority is not impacted will also be prepared by BAI.
 7. Visit the job site on at least a monthly basis (3 max.) to generally observe the performance and quality of the work of the contractor.
 8. Conduct a formal walk-thru with the Authority and construction contractor to ensure that the design concept and general compliance with the construction contract documents is met. Prepare a list of any deficiencies to be corrected by the contractor before recommendation of final payment by the Authority.
 9. Prepare a letter of acceptance for the project and assist in the close-out and transfer of the facility to the Authority.
 10. Prepare As-Built construction drawings, in the format desired by the Authority, utilizing information provided by Authority's project manager and construction

contractor.

- II. Additional Services: Additional services to be performed by the Engineer, if authorized by the Authority, which are not included in the above:
 - A. Coordinate the necessary services to investigate existing conditions or facilities, or to make measure drawings thereof, or to verify the accuracy of drawings or other information provided by the Authority – except for those required by the hydraulic analysis of LS#21, which are included as a Basic Service in this Task Order.
 - B. Coordination, processing and assisting the Authority to obtain for permanent and temporary construction easements necessary for this project.
 - C. Coordination, processing and assisting the Authority to obtain approval from TCEQ for construction of this project or other regulatory agencies.
- III. Special Services: Special services to be performed by the Engineer, if authorized by the Authority, which are not included in the above Basic Services or Additional Services scope:
 - A. Sanitary Sewer Collection System and Hydraulics Modeling.
 - B. Supervisory Contract and Data Acquisition System Design (SCADA).
 - C. All surveying – additional topographic, easement descriptions/exhibits, tree, as-built, etc.
 - D. Field layouts or the furnishing of construction line and grade surveys.
 - E. Providing renderings, models and mock-ups requested by the Authority.
 - F. Environmental assessment or remediation, USACWA 10-4040 Individual, Regional Permits or Mitigation Plans.
 - G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this task order agreement.
 - H. Archeological excavations or analysis of any kind.
 - I. Floodplain studies or reclamation plans.
 - J. SWPPP preparation
 - K. Permits for construction.
 - L. Value engineering and/or changes to the plans as a result there from.
 - M. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work for the contractor or other deviations from the construction contract documents requested by the contractor and/or approved by the Authority
 - N. Eminent Domain proceedings and preparation.
 - O. Geotechnical and Materials Testing services
- IV. Assumptions: The following assumptions have been made in the preparation of the above scope:
 - A. Alignment of the project is within existing Sycamore Bend Road right-of-way.
 - B. Project Scope is based on system improvements outlined in the *“Interlocal Agreement Between the City of Corinth and Lake Cities Municipal Utility Authority for Transportation*

and Delivery of Wastewater to Upper Trinity Regional Water Reclamation Plant”.

- C. Service area for the 12” gravity sanitary sewer extension will be estimated and provided in construction plans to match the existing flow-line elevation of the existing 8” LCMUA gravity sanitary sewer line located at Affirmed Drive and Sycamore Bend Road.

V. Project Schedule:

- A. Notice to proceed authorization date: _____
- B. 60% Design Submittal and preliminary hydraulic analysis and LS#21 improvements recommendations - 60 calendar days of BAI receipt of a notice to proceed.
- C. 90% Design Submittal and final hydraulic analysis and LS#21 improvements recommendations - 60 calendar days of BAI receipt of Authority Comments on 60% submittal.
- D. 100% Design Submittal - 30 calendar days of BAI receipt of Authority Comments on 90% submittal.

If BAI’s services are delayed through no fault of BAI, BAI shall be entitled to adjust contract schedule consistent with the number of days of the delay. These delays may include but are not limited to delays in the OWNER or regulatory reviews, delays on the flow of information to be provided to BAI, government approvals, etc. These delays may result in an adjustment to compensation required to complete the project.

VI. Compensation of Engineer:

- A. Compensation by the Authority to the Engineer for all Basic Services enumerated in this Task Order will be based on a fixed fee cost of:

1. Design – Lift Station #21 Hydraulic Analysis & Improvements	\$17,000
2. Design – Sycamore Bend Gravity SS Extension	\$32,500
3. Bidding Phase	\$4,500
4. Construction Administration	\$12,500

- B. Compensation by the Authority to the Engineer for Additional Services enumerated in the Task Order is to be determined, either by fixed fee or hourly charges. At this time there are no Special Services included to be performed by the Engineer as per this Task Order.
- C. Compensation by the Authority to the Engineer for all Special Services enumerated in the Task Order is to be determined, either by fixed fee or hourly charges. At this time there are no Special Services included to be performed by the Engineer as per this Task Order.

D. Estimated Total Cost of this Task Order: \$66,500

Basic Services and Additional services (if required/authorized) shall be billed monthly based on the percentage of work complete (Items A. 1-4 above). The Authority shall pay upon receipt of invoice. Delays of payment in excess of 30 days of the invoice date may result in cessation of all services until full payment is received. Time shall be added to the project schedule for any work stoppages resulting from the Authority’s failure to render timely payment.

This Exhibit will become a part of the Agreement when executed by both parties.

Submitted: _____

Mike Anderson, PE

Title: Senior Project Manager

Date: _____

Accepted: _____

Mike Fairfield

Title: General Manager, LCMUA

Date: _____

BUSINESS ITEM 8.

City Council Regular and Workshop Session

Meeting Date: 06/06/2019

Title: Website re-design

Submitted For: Lee Ann Bunselmeyer, Director

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

The newly redesigned website will be launched on Monday, June 10, 2019. The updated site reflects the City's commitment to improving quality of service and communication to our residents with new and improved features.

For more than six months the website committee has worked on the design, content migration, and functionality. The website Committee consisted of the following individuals.

Communications - Lee Ann Bunselmeyer and Emily Beck
Engineering/Planning - George Marshall and Ben Rodriguez
Public Works - Melissa Dolan
Human Resources - Jane Krhovjak
City Administration - Kim Pence
Finance & Administration - Cindy Troyer, Angie Watson, Sandra Urbina
Public Safety - Michael Ross, Jimmie Gregg
Technology Services - Milen Milchev

RECOMMENDATION

BUSINESS ITEM 9.

City Council Regular and Workshop Session

Meeting Date: 06/06/2019

Title: Building Permit Fee Ordinance

Submitted For: Helen-Eve Liebman, Director

Submitted By: Ben Rodriguez, Manager

Finance Review: N/A

Legal Review: Yes

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Land Development
Economic Development

AGENDA ITEM

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.

AGENDA ITEM SUMMARY/BACKGROUND

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.

RECOMMENDATION

Staff recommends approval as presented.

Attachments

Ordinance

ORDINANCE NO. 19-06-06-__

BUILDING PERMITTING FEE LEGISLATIVE UPDATE

AN ORDINANCE AMENDING THE CITY’S CODE OF ORDINANCES BY REPEALING SECTION 150.31: “FEES” OF CHAPTER 150: BUILDING REGULATIONS OF TITLE XV: “LAND USAGE”, AND ADOPTING A NEW TITLE XVI: “FEE SCHEDULE” OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

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

WHEREAS, Governor Abbot signed HB 852 on May 21, 2019 which prohibits municipalities from using valuation as a basis to determine permitting fees; and

WHEREAS, the City’s Building Official has reviewed the City’s permitting fees and has determined that changes are necessary to comply with HB 852; and

WHEREAS, upon review and consideration of the foregoing factors, the City Council has determined that the building permitting fees should be amended as set forth below;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

SECTION 2.

AMENDMENTS

2.01. That the City of Corinth, Texas Code of Ordinances, Section 150.31 “Fees”, of Chapter 150: “Building Regulations” of Title XV: “Land Usage” is hereby repealed in its entirety and a new Title XVI, “Fee Schedule” is hereby adopted and shall be and read in its entirety as follows, with all other sections of Chapter 150 not expressly amended hereby remaining in full force and effect.

“Title XVI – Fee Schedule.

- (A) Permit fees. Permit fees shall be collected prior to the issuance of any permit for building construction work, plumbing work, mechanical work, or electrical work in accordance with this section and fees shall be paid in accordance with the Permit Fee Schedule set forth herein.
- (B) Health inspections shall include but not be limited to those inspections recommended by the Texas Department of Health for the protection of the health, safety and general welfare of the public and those inspections required by state law or City ordinance for the protection of the health, safety and general welfare of the public.

Process	Fees
Zoning:	
1. Zoning Changes (other than PD)	0—5 acres \$400.00
	5.1—15 acres \$600.00
	15.1 acres \$700.00
2. Planned Development Zoning	\$500.00 plus \$50.00/acre (Maximum: \$2,000.00) plus 100% of legal and engineering costs
3. Specific Use Permits:	
Private Clubs	\$500.00 plus \$1.50/lot or \$5.00/acre, whichever is greater, plus 100% of legal and engineering costs
All Other	\$100.00 plus \$1.50/lot or \$5.00/acre, whichever is greater, plus 100% of legal and engineering costs
4. Development Packet	\$35.00
5. Zoning Ordinance	\$25.00
6. Design Criteria	\$10.00
7. Construction Details	\$10.00
8. Conceptual or Detailed Site Plans (each)	\$100.00 plus \$1.50/lot or \$5.00/acre, whichever is greater, plus 100% of legal and engineering costs
9. Variances	
a. Subdivision variances (P and Z and Council)	\$150.00
b. Fence variances (P and Z and Council)	\$150.00
Platting:	

1. Subdivision Preliminary Plat	\$100.00 plus \$1.50/lot or \$5.00/acre, whichever is greater, plus 100% of engineering costs
2. Subdivision Final Plat	\$100.00 plus \$1.50/lot or \$5.00/acre, whichever is greater, plus 100% of engineering costs and county filing fees
3. Subdivision Replat	\$100.00 plus \$1.50/lot or \$5.00/acre, whichever is greater, plus 100% of engineering costs and county filing fee
4. Minor Plat	\$100.00 plus 100% of engineering costs and county filing fees
Commercial Construction:	
1. Building Permit	\$0.75 Per Square Feet
2. Plans Review Fee	65% of Building Permit Fee
3. Certificate of Occupancy (new occupant or change of use)	\$100.00
4. Reinspection (red tag)	\$75.00
5. Reinspection tag (outside normal business hours)	Minimum four hours @ \$47.00/hour
6. Commercial Remodel or Tenant Finish	\$0.50 per square foot
Electric, Plumbing and Mechanical:	
1. Electrical work:	
a. Residential buildings	\$20.00/building
b. Commercial buildings	\$40.00/building
c. Apartment buildings	\$20.00/building; (minimum \$40.00)
2. Plumbing work:	
a. Residential buildings	\$20.00/building
b. Commercial buildings	\$40.00/building
c. Apartment buildings	\$20.00/building; (minimum \$40.00)
3. Heating, ventilating and air conditioning:	
a. Residential buildings	\$20.00/building
b. Commercial buildings	\$40.00 Unit/building
c. Apartment buildings	\$20.00/Unit; (minimum \$40.00)
4. Reinspection (red tag)	\$75.00
Residential Construction:	
1. Building Permit	\$0.76 Per Square Foot
2. Plans Review	65% of Building Permit Fee
3. Residential garage not constructed at the same time as the main building	\$0.40 per square foot
4. Residential accessory building or patio cover, barns, stables, sheds:	

a. 120 sq. ft. or less	No fee
b. Over 120 sq. ft. to 200 sq. ft. Over 200 sq. ft Residential Garage Fee Applies	\$25
5. Fireplaces, woodburning stoves, ham radio antenna, retaining walls, deck, window replacement and similar small permits	\$75
6. Any repair, alteration, or remodeling of a residence requiring inspection, to include garage conversions	\$0.40 per square foot
7. Reinspection (red tag) (for all construction)	\$75.00
Miscellaneous Processes:	
1. Swimming pools, hot tubs, spas:	
a. In-ground	\$550
b. Above-ground	\$200
2. Sign permit fees:	
a. 1—50 sq. ft.	\$150.00
b. Over 50 sq. ft.	\$150.00 plus \$1.00/each sq. ft. over 50 sq. ft.
c. Sign permit, temporary, banner	\$150.00
d. Sign removal, recovery fee, 1—50 sq. ft.	\$25.00**
e. Sign removal, recovery fee, over 50 sq. ft.	\$50.00**
f. Annual renewal of temporary signs	Same as sign permit
g. Conditional sign permit	Same as sign permit
h. Investigative fee	Equal to amount of sign fee
i. Sign plan review	65% of permit fee
j. Appeals to City Manager of decision of Building Official	\$150.00
k. Variance request to City Council	\$150.00
** Outside services required, such as wrecker, at actual cost plus 10% processing fee.	
3. House moving permit (when structure is to be located in city)	\$50.00
4. Fuel tank installation	\$100.00
5. Demolition permit	\$50
6. Concrete pouring	\$25.00
7. Automatic lawn sprinkler:	
a. Residential	\$25
b. Commercial	\$75
8. Fence permits:	
a. Residential	\$25.00
b. Commercial	\$75

9. Conversion of a residential structure	\$0.40 per square foot – Minimum \$30
10. Change street name	\$100.00 plus cost of signage
11. Abandonment of public easements/R.O.W.	\$100.00 plus 100% of legal and engineering costs and county filing fees
12. Flood plain development permit	\$100.00 plus 100% of engineering costs
13. Helicopter permit	\$100.00 (must meet FAA requirements)
14. Annexation	\$100.00 plus 100% of legal and engineering costs and county filing fees
Appeals process:	
1. Board of Adjustment (No fee on fence appeal)	\$150.00
2. Planning and Zoning Commission	\$150.00
3. Board of Construction appeals	\$150.00
Health Inspections:	
1. Nonconventional private sewer systems	\$210.00
2. Day care center inspection	\$100.00
3. Nursing home cafeteria inspection	\$100.00
4. School cafeteria inspection	\$100.00
5. Restaurant inspection	\$100.00
6. Convenience store inspection	\$100.00
7. Grocery store inspection	\$250.00
8. Swimming pool inspections	\$50.00
9. Health complaints	\$50.00
10. Court appearances (per session)	\$50.00
Park land dedication	\$550.00/dwelling unit
Other inspections and fees:	
a. Inspections outside of normal business hours	\$47.00/hour (Minimum charge – four hours)*
b. Reinspection fees assessed under provisions of Section 305.8	\$75.00
c. Inspections for which no fee is specifically indicated	\$47.00/hour (Minimum charge – one-half hour)*
d. For use of outside consultants for plan checking and inspections, or both	Actual costs**
* Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
** Actual costs include administrative and overhead costs.”	

**SECTION 3.
CUMULATIVE REPEALER**

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

**SECTION 4.
SAVINGS**

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

**SECTION 5.
SEVERABILITY**

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

**SECTION 6.
EFFECTIVE DATE**

This Ordinance shall take effect upon its passage and publication as required by law. The City Secretary is directed to publish the caption of this Ordinance as required by the City Charter and state law.

PASSED AND APPROVED THIS _____th DAY OF _____, 2019.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Andy Messer, City Attorney

BUSINESS ITEM 10.

City Council Regular and Workshop Session

Meeting Date: 06/06/2019

Title: Interlocal Agreement with DCTA

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Economic Development
Citizen Engagement & Proactive
Government
Regional Cooperation

AGENDA ITEM

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.

AGENDA ITEM SUMMARY/BACKGROUND

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.

RECOMMENDATION

Approval of the agreement

Attachments

Interlocal Agreement

Article II Definitions

For purposes of this Agreement, the following terms, phrases and words shall have the meanings given herein unless the context clearly indicates otherwise:

“City” shall mean the City of Corinth, Texas.

“DCTA” shall mean the Denton County Transportation Authority, acting by and through its CEO.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the date the Parties have fully satisfied their respective obligations hereunder.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“LAN” shall mean Lockwood, Andrews & Newnam Inc., and further assigned in the recitals.

“Study” shall mean the two-phased planning process (Phase 1 consisting of Station Location and Station Concept, Infrastructure Modifications, and Operational Analysis, and Phase 2 consisting of Full Project Implementation, Rough Order of Magnitude Cost Estimate Station Facility, Rough Order of Magnitude Costs Estimate Track Corridor Systems, Rough Order of Magnitude Cost Estimate Impact to Operating Expenses, Rough Order of Magnitude Full Project Implementation and A-train Enhancements) to be prepared by LAN as described in the scope of services set forth in **Exhibit “A”**.

Article III Term

3.1 The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until completion of the services set forth herein, unless sooner terminated as provided herein.

3.2 This Agreement may be terminated by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof.

Article IV Study

4.1 DCTA agrees to contract with LAN to provide the Study for the benefit of DCTA and City subject to the City reimbursing DCTA the costs of Phase 1 of the Study as set forth in **Exhibit "A"** within thirty (30) days after receipt of a written invoice from DCTA following the completion and delivery of the Phase 1 portion of the Study by LAN.

4.2 City shall have the option to proceed with Phase 2 of the Study and will be obligated to reimburse DCTA for the costs of the Phase 2 portion of the Study as set forth in **Exhibit "A"** within thirty (30) days after receipt of a written invoice from DCTA following the completion and delivery of the Phase 2 portion of the Study by LAN. DCTA will not direct LAN to proceed with Phase 2 of the Study unless and until the City provides written notice to DCTA for LAN to proceed with the Phase 2 portion of the Study.

4.3 City agrees to assume responsibility of any additional costs created by scope modifications exceeding the initial scope estimate. DCTA will not direct LAN to proceed with any scope modifications of Phase I or Phase 2 of the Study unless and until the City provides written notice to DCTA for LAN to proceed with scope modifications to the Study.

Article V Miscellaneous

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

5.2 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

5.3 **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

5.4 **Governing Law.** The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall exclusively be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.5 **Amendments.** This Agreement may be amended by the mutual written agreement of the Parties.

5.6 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.7 **Notice.** Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for DCTA, to:

Attn: Raymond Suarez, CEO
Denton County Transportation
Authority
1955 Lakeway Drive, Suite 260
P.O. Box 96 (75067)
Lewisville, Texas 75057
972.221.4600 – telephone
972.221.4601 – facsimile

With a copy to:

Attn: Peter G. Smith, General
Counsel
Nichols, Jackson, Dillard, Hager &
Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for City, to

Attn: Bob Hart, City Manager
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
940.498.3200 – telephone
940.498.7574 – facsimile

With a copy to:

Attn: Patricia Adams
City Attorney
City of Corinth, Texas
6371 Preston Road, Suite 200
Frisco, Texas 75034

5.8 **Indemnification.** TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS, AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT. THIS AGREEMENT AND THE INDEMNITY PROVIDED HEREIN IS NOT INTENDED TO AND SHALL NOT CREATE ANY CAUSE OF ACTION FOR THE BENEFIT OF THIRD PARTIES OR ANY PERSON NOT A PARTY TO THIS AGREEMENT. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO HAVE WAIVED ANY IMMUNITY OR DEFENSE THAT

WOULD OTHERWISE BE AVAILABLE TO IT AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL POWERS AND FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS, EXPRESS OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN PARTIES NOT SIGNATORIES HERETO.

5.9 **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

5.10 **Exhibits.** Any exhibits attached hereto are incorporated herein.

5.11 **Recitals.** The recitals to this Agreement are incorporated herein.

5.12 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.13 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination hereof.

5.14 **Approval of Parties.** Whenever this Agreement requires or permits the approval or consent to be given by a Party, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

5.15 **No Third-Party Beneficiary.** Nothing in this Agreement shall be construed as creating or giving rise to any rights of third-parties or any persons other than the Parties hereto.

(signature page to follow)

EXECUTED this _____ day of _____, 2019.

DENTON COUNTY TRANSPORTATION AUTHORITY

By: _____
Raymond Suarez, CEO

Approved as to Form:

By: _____
Peter G. Smith, General Counsel

EXECUTED this _____ day of _____, 2019.

CITY OF CORINTH, TEXAS

By: _____
Bob Hart, City Manager

Approved as to Form:

By: _____
Patricia Adams, City Attorney

EXHIBIT “A”



Scope of Services for City of Corinth DCTA Station Concept and Estimate Development

DCTA On-Call A&E Railroad Services

Date: 05/14/19

Background:

The City of Corinth requests that DCTA provide an engineer’s estimate for the addition of an A-train station in Corinth.

Scope:

Scope of Services is anticipated to include the following work efforts and is divided into two phases.

- **PHASE I**
 - **Task 1A – Station Location and Station Concept**
 - Identify up to 3 potential locations for a station in Corinth.
 - Identify area of tangent track along the corridor.
 - Develop the station concept for only one location.
 - **Task 1B – Infrastructure Modifications**
 - Identify modifications to the existing infrastructure that would result from introducing a rail station facility in Corinth.
 - Include roadways, path connections, parking and utilities.
 - Track modifications should only include what is required to physically accommodate the station platform configuration.
 - **Task 1C – Operational Analysis**
 - Conduct an operational analysis to determine the impact that a new rail station in Corinth will have upon A-train operations.
 - The operational analysis will involve two analyses.
 - **Analysis 1:** Evaluate the impact that the new Corinth Station has upon the existing system.
 - **Analysis 2:** LAN will develop an exhibit identifying segments of the A-train corridor where double tracking would be possible. Modify the operational model to include double track north of the lake. Run the model to show the impact that the new Corinth Station has upon the existing system assuming the existence of the areas of double tracking north of the lake.
 - No other analysis is included within this task.
- **PHASE II**
 - **Task 1D – Full Project Implementation**
 - Identify the steps involved in full project implementation.
 - Develop a summary level schedule for full project implementation.
 - **Task 2A – Rough Order of Magnitude (ROM) Cost Estimate – Station Facility**
 - ROM-level cost estimate for the rail station.
 - Include station facility, station equipment and technology.
 - **Task 2B – Rough Order of Magnitude (ROM) Cost Estimate – Track Corridor and Systems**

Page 1 of 3

EXHIBIT “A”



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

- ROM-level cost estimate for modifications to the rail corridor.
- Include right-of-way (corridor and station area), track improvements, infrastructure improvements, crossings, signal system, dispatch and Positive Train Control (PTC)
- Task 2C – Rough Order of Magnitude (ROM) Cost Estimate – Impact to Operating Expenses
 - Evaluate the impact that service to a station in Corinth might have upon operating expenses.
 - Identify the additional service cost for miles and hours of service (single car).
 - Identify the variable ridership capacity cost (single car vs. two car consists).
 - Identify operations and maintenance cost for facilities, properties, landscaping and equipment
- Task 2D – Rough Order of Magnitude (ROM) Cost Estimate – Full Project Implementation
 - ROM-level cost estimate for the full implementation of the Corinth Station program
- Task 3 – A-train System Enhancements
 - Provide recommendations for upgrades to the A-train system that would minimize or improve commute time, service frequency and schedule recovery.
 - Consider the option of double-tracking the existing A-train system
 - Potential enhancements will be listed and described qualitatively in a narrative form. Neither quantity nor configuration will be addressed in this effort.
 - No operational analysis is to be provided in this section.

Deliverables:

Deliverables include the following:

- PHASE I
 - Final Report
 - Executive Summary
 - Address Tasks 1A, 1B and 1C
 - Corinth Station Concept
 - Exhibits
- PHASE II
 - Final Report
 - Executive Summary
 - Address Tasks 1D and 3
 - Exhibits
 - ROM Cost Estimates
 - Executive Summary
 - Address Tasks 2A, 2B, 2C and 2D
 - Exhibits

Assumptions:

The following assumptions have been identified at this time.

- DCTA will provide information necessary to support the evaluation of impacts to the operating expenses.
- DCTA will provide the existing operations model for use in the operational analysis.
- Use existing record drawings/as-builts as reference for information on the existing rail corridor.

EXHIBIT “A”



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

Exclusions:

The following services are excluded from the scope of service.

- Evaluation of modifications to train control center.
- Field services, to include survey, geotechnical investigation, subsurface utility engineering

EXHIBIT "A"

**Denton County Transportation Authority (DCTA)
City of Corinth DCTA Station Concept and Estimate Development
LAN Team Engineering Fee Estimate
5/14/2019**

	DESCRIPTION	LABOR AND EXPENSES			TOTAL
		LAN	VIDAUD ARCHITECTS	LTK ENGINEERS	
PHASE I					
1A	Station Location and Station Concept	\$ 6,384.00	\$ 38,856.00	\$ -	\$ 45,240.00
1B	Infrastructure Modifications	\$ 11,676.00	\$ -	\$ -	\$ 11,676.00
1C	Operational Analysis	\$ 1,494.00	\$ -	\$ 19,553.67	\$ 21,047.67
PHASE I SUBTOTAL		\$ 19,554.00	\$ 38,856.00	\$ 19,553.67	\$ 77,963.67
10% CONTINGENCY		\$ 1,955.40	\$ 3,885.60	\$ 1,955.37	\$ 7,796.37
PHASE I TOTAL		\$ 21,509.40	\$ 42,741.60	\$ 21,509.04	\$ 85,760.04
PHASE II					
1D	Full Project Implementation	\$ 13,308.00	\$ -	\$ -	\$ 13,308.00
2A	ROM Cost Estimate – Station Facility	\$ 2,112.00	\$ 6,804.00	\$ -	\$ 8,916.00
2B	ROM Cost Estimate – Track Corridor and Systems	\$ 5,466.00	\$ -	\$ -	\$ 5,466.00
2C	ROM Cost Estimate – Impact to Operating Expenses	\$ 6,900.00	\$ -	\$ -	\$ 6,900.00
2D	ROM Cost Estimate – Full Project Implementation	\$ 6,900.00	\$ -	\$ -	\$ 6,900.00
3	A-train System Enhancements	\$ 4,536.00	\$ -	\$ -	\$ 4,536.00
PHASE II SUBTOTAL		\$ 39,222.00	\$ 6,804.00	\$ -	\$ 46,026.00
10% CONTINGENCY		\$ 3,922.20	\$ 680.40	\$ -	\$ 4,602.60
PHASE II TOTAL		\$ 43,144.20	\$ 7,484.40	\$ -	\$ 50,628.60
TOTAL		\$ 64,653.60	\$ 50,226.00	\$ 21,509.04	\$ 136,388.64

EXHIBIT "A"

Denton County Transportation Authority (DCTA) City of Corinth DCTA Station Concept and Estimate Development

LAN Engineering Fee Estimate 5/14/2019

	DESCRIPTION	HOURS					TOTAL	
		Project Manager	Task Manager	Design Manager	Sr. Engineer	Jr. Engineer		CADD Technician
1A	Station Location and Station Concept	8	8	8			\$ 6,384.00	
1B	Infrastructure Modifications	4		16	16		\$ 11,676.00	
1C	Operational Analysis	2		4			\$ 1,494.00	
1D	Full Project Implementation	4	16	16		24	\$ 13,308.00	
2A	ROM Cost Estimate – Station Facility	4		4			\$ 2,112.00	
2B	ROM Cost Estimate – Track Corridor and Systems	2		16	8		\$ 5,466.00	
2C	ROM Cost Estimate – Impact to Operating Expenses	16	4	4			\$ 6,900.00	
2D	ROM Cost Estimate – Full Project Implementation	16	4	4			\$ 6,900.00	
3	A-train System Enhancements	4	4	4	8		\$ 4,536.00	
							\$ -	
	TOTAL	60	36	76	32	0	48	\$ 58,776.00

HOURLY RATES	Raw Labor	Multiplier	Hourly Rate
Project Manager	\$ 103.00	3.00	\$ 309.00
Task Manager	\$ 90.00	3.00	\$ 270.00
Design Manager	\$ 73.00	3.00	\$ 219.00
Sr. Engineer	\$ 56.00	3.00	\$ 168.00
Jr. Engineer	\$ 52.00	3.00	\$ 156.00
CADD Technician	\$ 59.00	3.00	\$ 177.00
Administrative	\$ 32.00	3.00	\$ 96.00
TBD	\$ -	3.00	\$ -
TBD	\$ -	3.00	\$ -

EXHIBIT "A"

Denton County Transportation Authority (DCTA)
City of Corinth DCTA Station Concept and Estimate Development

VIDAUD ARCHITECTS
Fee Estimate
5/14/2019

	DESCRIPTION	HOURS					Expenses	TOTAL
		Project Principal	Project Manager	Project Architect/Design	Design Technician	CADD Technician		
1A	Station Location and Station Concept	16	40	80	60	80		\$ 38,856.00
1B	Infrastructure Modifications							\$ -
1C	Operational Analysis							\$ -
1D	Full Project Implementation							\$ -
2A	ROM Cost Estimate – Station Facility	4	16	16				\$ 6,804.00
2B	ROM Cost Estimate – Track Corridor and Systems							\$ -
2C	ROM Cost Estimate – Impact to Operating Expenses							\$ -
2D	ROM Cost Estimate – Full Project Implementation							\$ -
3	A-train System Enhancements							\$ -
	TOTAL	20	56	96	60	80	0	\$ 45,660.00

HOURLY RATES	Raw Labor	Multiplier	Hourly Rate
Project Principal	\$ 87.00	3.00	\$ 261.00
Project Manager	\$ 65.00	3.00	\$ 195.00
Project Architect/Designer	\$ 55.00	3.00	\$ 165.00
Design Technician	\$ 36.00	3.00	\$ 108.00
CADD Technician	\$ 30.00	3.00	\$ 90.00
Administrative	\$ 26.00	3.00	\$ 78.00
TBD	\$ -	3.00	\$ -

EXHIBIT "A"

Denton County Transportation Authority (DCTA) City of Corinth DCTA Station Concept and Estimate Development

LTK ENGINEERS Fee Estimate 5/14/2019

	DESCRIPTION	HOURS				Expenses	TOTAL
		Project Manager	Sr. Systems Engineer	Systems Support	Admin Support		
1A	Station Location and Station Concept						\$ -
1B	Infrastructure Modifications						\$ -
1C	Operational Analysis	6	20	96	24		\$ 19,553.67
1D	Full Project Implementation						\$ -
2A	ROM Cost Estimate – Station Facility						\$ -
2B	ROM Cost Estimate – Track Corridor and Systems						\$ -
2C	ROM Cost Estimate – Impact to Operating Expenses						\$ -
2D	ROM Cost Estimate – Full Project Implementation						\$ -
3	A-train System Enhancements						\$ -
	TOTAL	6	20	96	24	\$ -	\$ 19,553.67

HOURLY RATES	Raw Labor	Multiplier	Hourly Rate
Project Manager	\$ 88.25	3.00	\$ 264.78
Sr. Systems Engineer	\$ 100.67	3.00	\$ 302.02
Systems Support	\$ 35.02	3.00	\$ 105.05
Admin Support	\$ 25.55	3.00	\$ 76.66
TBD	\$ -	3.00	\$ -

City Council Regular and Workshop Session

Meeting Date: 06/06/2019
Title: ICHOOSR, LLC Agreement
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

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

RECOMMENDATION

Staff recommends the city manger be authorized to sign an agreement allowing residnets to participate in the ICHOOSR porgram.

Attachments

ICHOOSR Agreement
Presentation

AGREEMENT

CITY OF CORINTH and ICHOOSR, LLC

This agreement (“Agreement”) is by and between the City of Corinth, Texas (the “CITY”), and iChoosr, LLC, a Delaware limited liability company (“ICHOOSR”) (each a “Party” or collectively the “Parties”) acting by and through their authorized representatives,

WHEREAS, ICHOOSR has a registered office located at 251 Little Falls Drive, Wilmington, Delaware 19808, and is registered as a Class I aggregator under 16 Tex. Admin. Code § 25.111 at the Public Utility Commission of Texas under number #80419; and

WHEREAS, the Parties wish to enter into this Agreement for the principal purpose of providing the residents of the City (“Residents”) with group purchasing power in the procurement of retail energy (electricity) services;

WHEREAS, the Parties intend to offer Residents an opportunity to register and participate in the Program (hereinafter defined), whereupon ICHOOSR will arrange a competitive bidding process of retail energy suppliers to procure competitive electricity rates for participating Residents.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

In this Agreement except where the context clearly indicates otherwise the following words shall have the meanings set forth below:

“Affiliate” shall mean any subsidiary or holding company, including any subsidiary of any such holding company, of ICHOOSR.

“Customer Service” shall mean the service that receives and responds to questions and issues raised by Residents interested in the Program and Participants, through web, email, chat or phone calls.

“Intellectual Property” shall mean all software, technology platforms, websites, databases and other content, business processes, domain names and registrations, and patent, trademark, and copyright registrations and applications thereof owned by a Party as of the Effective Date of this Agreement.

“Participants” are Residents who register and participate in the Program.

“Personal Data” shall mean personally identifiable information of Residents, including, but not limited to, name, address, telephone number, email address, or other contact information (“Personal Data”) and additional information (which may include Personal Data), like home energy data, electronic service identifier (ESID), marketing data and how a Resident uses ICHOOSR’s website(s), a Resident’s participation in the Program, or data that a Resident provides to ICHOOSR when contacting ICHOOSR via email, regular mail, telephone, fax, text message, chat and other correspondence and permissions indicated by electronic submission via the Internet.

“Program” shall mean one of the three “Texas Power Switch” group buying programs, Spring-Summer Program, Summer-Fall Program and the Fall-Winter Program, as organized by ICHOOSR with the principal purpose of providing Residents with group purchasing power in the procurement of retail energy services. Each Program has a (a) Registration phase for Residents to register (b) Auction day for Electric Providers to bid and a (c) Decision phase for Residents to register and switch without obligation.

“Program Communication Plan” shall mean a plan that is established per Program, in which both the CITY and ICHOOSR establish the respective obligations of the Parties relating to promoting the Program among the Residents.

“Residents” shall mean residents of the CITY who receive residential retail energy from their current electric service supplier and are eligible to switch suppliers.

“Residential Customer Agreement” shall mean the agreement between the prevailing retail energy supplier and the Participant, which commences after the successful enrollment of the Participant with the prevailing retail energy supplier(s).

“Resident Data” shall mean information regarding or relating to Residents, including Personal Data and Energy Data that is submitted by the CITY to ICHOOSR subject to the provisions of the Texas Public Information Act, as amended and other applicable laws.

“Successfully Switched Participant” shall mean a Participant who has successfully switched and is accepted and enrolled by the prevailing retail energy supplier and executes a Residential Customer Agreement with the prevailing retail energy supplier.

“Visitor Data” shall mean information regarding or relating to Participants, including Personal Data and Energy Data that is submitted by Participants on the website of ICHOOSR, or submitted initially to a link on the CITY’s website, or submitted by Participants via the Customer Service of ICHOOSR.

ARTICLE 2 – OBLIGATIONS OF THE PARTIES

2.1 ICHOOSR shall:

2.1.1. Organize and help the CITY actively promote at least two Programs each calendar year within the CITY, via agreed marketing and communication efforts as set out in the Program Communication Plan that will be established during a kick-off meeting between the CITY and ICHOOSR.

2.1.2. Organize three Texas Switch Programs per calendar year, which are available for the CITY's Residents to participate in.

2.1.3. Provide the CITY with webpages including the CITY's logo on the 'Texas Power Switch' platform to facilitate registration, auction and switching of Residents.

2.1.4. Set out information for Residents within its website about the Program including the fact that participation is free and provides them with no obligation to accept any recommended retail energy supplier's offer, including Information pages and a Frequently Asked Questions section.

2.1.5. Subject to relevant electricity laws and regulations, arrange for a competitive bidding process for a retail energy contract of at least one year. ICHOOSR will decide on the type of supply contract.

2.1.6. Arrange for a solicitation for retail energy suppliers for the purpose of providing retail energy services to participating Participants, while not guaranteeing that the solicitation will result in a market-leading offer.

2.1.7. Provide Customer Service for the Program.

2.1.8. Provide daily reports detailing the number of participants in the Program and the number of people who have confirmed that they wish to switch to the prevailing retail energy supplier(s). Such reports to be electronically accessible to the CITY.

2.1.9. Provide the option to carry out surveys among Residents or any sample thereof that it selects in order to obtain Residents' views in connection with the Program.

2.1.10. Obtain the CITY's prior approval for all marketing communications before posting, publishing or distributing such communications.

2.2. City shall:

2.2.1. Host and actively promote a least two Programs each calendar year with ICHOOSR, via mutually agreed marketing and communication efforts as established in the Program Communication Plan that will be drawn up during a kick-off meeting between the CITY and ICHOOSR.

2.2.2 Organize a kick-off meeting, and when necessary follow-up meetings or calls, with ICHOOSR at the CITY's premises, where CITY staff that have a role in the Program will attend.

2.2.3. Promote the Program prominently on the home page of the CITY's web domain throughout the term of the Program.

2.2.4. Include information regarding the Program on the CITY's web page, briefly explaining the Program and providing a hyperlink to the CITY's registration pages on the Texas Power Switch platform, by using unique URL's which will be provided to the CITY by ICHOOSR for tracking purposes.

2.2.5. Obtain ICHOOSR's prior approval for all marketing and other communications before posting, publishing, transmitting or distributing such communications in any way.

2.2.6 Not during the term of a Residential Customer Agreement, without the prior written consent of ICHOOSR, directly contact by email, letter or telephone anyone who has entered into a Residential Customer Agreement with the prevailing retail energy supplier in an attempt to persuade that person to switch their gas and/ or electricity services to an alternative supplier.

ARTICLE 3 – TERM

This Agreement shall commence on Effective Date and shall continue for a period of three (3) years from the Effective Date and will be extended automatically for a period of one (1) year unless one of the Parties terminates the Agreement by providing advance written notice at least ninety (90) days prior to the end of the Agreement term, or otherwise terminated in accordance with 4.1 and 4.2.

ARTICLE 4 – TERMINATION

- 4.1 Either Party may terminate this Agreement upon ninety (90) days prior written notice to the other Party.
- 4.2 Either Party may upon written notice to the other Party terminate this Agreement if the other Party is in breach of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof.
- 4.3 If the CITY terminates the Agreement or if the Agreement expires, Participants will be given the opportunity to participate in future 'Texas Power Switch' programs provided by ICHOOSR. No reference will be made to the CITY in the content of these webpages and the logo of the CITY will not be shown.

ARTICLE 5 – SERVICES

5. Services.

- 5.1. For the duration of the Term of this Agreement the CITY undertakes to perform the CITY's Obligations.
- 5.2. For the duration of the term of this Agreement ICHOOSR undertakes to perform ICHOOSR's Obligations.
- 5.3. For the term of the Residential Customer Agreement, the CITY shall not, without the prior written consent of ICHOOSR, directly contact by email, letter or telephone anyone who has entered into a Residential Customer Agreement with the prevailing retail energy supplier in an attempt to persuade that person to switch their gas and/or electricity services to an alternative supplier.

ARTICLE 6 – RELATIONSHIP OF THE PARTIES

The parties acknowledge and agree that neither Party is the agent or employee of the other, and nothing in this Agreement shall be construed to create a relationship between the CITY and ICHOOSR of a partnership, association, or joint venture, and neither Party shall hold itself out as an agent or partner of the other Party. The Parties recognize and agree that the CITY will not

perform any function not legally permitted by state or federal law or the rules and regulations established by any applicable governing authority.

ARTICLE 7 – INTELLECTUAL PROPERTY

7. Intellectual Property.

7.1. The Parties agree that any Intellectual Property belonging to a Party on the Effective Date of this Agreement shall remain the legal and beneficial property of that Party during the Term and following termination or expiry of this Agreement. It is not permitted for Parties to use, copy or share any Intellectual Property with any third party without written consent of the Party to whom the Intellectual Property belongs, neither during nor after the termination if this Agreement.

7.2. ICHOOSR hereby grants to the CITY a non-exclusive, non-transferable, royalty free, world-wide license (including the right to grant sub-licenses to employees of the CITY), for the Term, to access and use ICHOOSR's software as ICHOOSR may specify from time to time (and in the manner specified by ICHOOSR from time to time) for the purpose of performing its obligations under this Agreement and in connection with the operation of the Program.

7.3. Each Party hereby grants to the other a non-exclusive, non-transferable, royalty free, world-wide license, for the Term, to display the devices, logos, branding, trademarks, slogans and other materials of the other Party ("Branding") for the purpose of promoting the Program and their involvement in it, in each case subject to the prior written agreement of the granting Party as to what Branding may be used and the manner in which it may be used.

ARTICLE 8 – DATA PROTECTION

8. Data Protection.

8.1. Both Parties warrant and undertake to comply with all applicable local, state, and federal laws in the performance of their obligations under this Agreement.

8.2. THE CITY warrants to ICHOOSR that to its knowledge and without specific due diligence, it has made all appropriate notifications and has complied with any notification provisions as may be required by any applicable local, state, and federal laws in respect of its obligations under this Agreement and that performance of its obligations under this Agreement shall not breach or contravene such notifications, nor cause ICHOOSR or the CITY to breach the ICHOOSR's or the CITY's respective obligations under such local, state, and federal laws.

8.3. Both parties acknowledge that any marketing activities in relation to its products or services which it directs to Residents and Participants who's Resident Data and Visitor Data it has obtained in accordance with this Agreement, shall be conducted in accordance

with all applicable local, state, and federal laws and in accordance with any of the Participants' marketing preferences.

8.4. ICHOOSR warrants that it has appropriate technical and organizational processes and procedures in place to safeguard against any unauthorized or unlawful processing and against accidental loss or destruction of, or damage to, the Resident Data and Visitor Data.

8.5. Except for Visitor Data submitted to the prevailing retail energy supplier for performance of the Program, Resident Data and Visitor Data obtained in connection with the Agreement will not be passed or sold to any third party without the consent of the Participant and the CITY.

8.6. The Resident Data remains the property of the CITY. The CITY hereby grants ICHOOSR a royalty free, worldwide license to use any Resident Data, which shall be provided to ICHOOSR, subject to all relevant laws and regulations including the Texas Public Information Act.

8.7. The Visitor Data remains the property of ICHOOSR including to the extent such information replicates any Resident Data and is used for administering the 'Texas Power Switch' programs, subject to all relevant laws and regulations.

8.8. The CITY authorizes ICHOOSR to appoint sub-contractors as further data processors. Any such sub-contractor shall be bound by the terms of this Agreement pertaining to the use and transmission of Resident Data.

ARTICLE 9 - PUBLICITY

9. **Publicity.** Neither Party shall engage in any publicity relating to this Agreement except with the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. The Parties shall at their own cost co-operate in terms of making or inputting into press releases and shall respond promptly for requests for assistance in that regard. Each Party shall promptly notify the other of facts and circumstances that could give rise to negative publicity that could cause harm to the position, the image, or reputation of either Party.

ARTICLE 10 – GENERAL PROVISIONS

10. General Provisions.

10.1. Warranties.

10.1.1. The CITY will not enter into a similar type of partner agreement for a retail energy group switching program with any third party for at least three years from the Effective Date of this Agreement.

10.1.2. Unless otherwise permitted in Section 10.1.3 below, neither Party shall use the other's name and/or logo for promotional use without the other Party's prior written permission.

10.1.3. ICHOOSR is permitted to use the CITY's name and logo for reference purposes solely for the development of the Texas Power Switch programs for at least three years from the Effective Date of this Agreement.

10.1.4. The Parties hereby warrant, represent and undertake to each other that they will co-operate and provide each other with such information and assistance as each may reasonably require to enable and/or facilitate compliance with their respective obligations under this Agreement.

10.1.5. The Parties agree that their promotional activities under and in connection with this Agreement shall only promote the Program (and/or the Parties' connection with it) and shall not promote energy suppliers or their products either individually or as a group, provided that the Parties may refer to energy suppliers' involvement in the Program and/or the types of products offered in the Program (in generic terms).

10.2. Assignment.

10.2.1. The Parties shall not assign, sell, or otherwise transfer or dispose of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2.2. ICHOOSR shall not sub-contract any of its obligations under this Agreement without the CITY's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the CITY expressly consents to ICHOOSR's outsourcing of its Customer Service, as defined in Section 1(c).

10.3. Dispute Resolution. If a dispute arises between the Parties, as a condition precedent to filing a lawsuit or seeking a remedy through the courts, the complaining Party will notify the other of its request to mediate the dispute and the Parties agree to attend, within forty-five (45) days, a non-binding mediation of at least 4 hours in duration, the cost of which shall be borne equally by the Parties and each Party shall be responsible for its own legal fees and expenses related to any such mediation. If any Party initiates any legal action to enforce or interpret any of the terms or provisions of this Agreement without first following the express provisions of this Section, that Party expressly waives its claims against the other Party unless that Party's rights under the applicable statute of limitations would be prejudiced by following the express provisions of this Section.

10.4. Waiver. A Party may by written instrument, signed on behalf of such Party: (a) extend the time for the performance of any of the obligations or other acts of another Party due to it; (b) waive any inaccuracies in the representations and warranties made to it contained in this Agreement; or (c) waive compliance with any covenants, obligations, or conditions in its favor contained in this Agreement. No claim or right arising out of this Agreement can be waived by a Party, in whole or in part, unless made in writing and signed by such Party. A failure or delay in enforcing an obligation, or exercising a right or remedy, shall in no way amount to a waiver of that obligation, right, or remedy. A waiver of a breach of a term of this Agreement shall not amount to a waiver of a breach of any other term in the Agreement. A waiver of a particular obligation in one circumstance will not prevent a Party from subsequently requiring compliance as to the obligation on other occasions or as to any other obligation in the Agreement.

10.5. Force Majeure. No Party shall be liable to another Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement due to any of the following causes beyond such Party's reasonable control (such causes deemed "Force Majeure Events"): (i) acts of God, (ii) flood, fire, or explosion; (iii) war, invasion, riot, or other civil unrest; (iv) actions, embargoes, or blockades in effect on or after the date of this Agreement; (v) changes in law or regulation of any local, state, or federal governmental authority; (vi) national or regional emergency; (vii) strikes, labor stoppages, or slowdowns or other industrial disturbances; (viii) shortage of adequate power or transportation facilities; or (ix) any other event that is beyond the reasonable control of such Party. A lack of funds shall not be deemed to be a Force Majeure Event. The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to any other Party to which performance is owed, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure that the effects of such Force Majeure Event are minimized.

10.6. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

10.7. Entire Agreement/Amendment. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both Parties in accordance with the laws of the State of Texas.

10.8. Liability.

10.8.1. Subject to Section 10.8.3., neither Party shall be liable for any indirect or consequential loss whatsoever or howsoever arising out of or in connection with this Agreement.

10.8.2. Subject to Section 10.8.3., neither Party's liability for direct loss arising out of or in connection with this Agreement shall exceed \$5,000.

10.8.3. Nothing in this Agreement shall limit or exclude a Party's liability for death or personal injury caused by its own negligence, willful misconduct, or fraud.

10.9. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Texas, in any court of competent jurisdiction within Denton County, Texas.

10.10. Confidentiality.

10.10.1. Except as provided in Section 10.10.2 below, each of the Parties hereto shall keep confidential, and not disclose or use for a purpose other than the Program, any confidential and proprietary information (collectively, "Confidential Information") of any other Party hereto (the "Protected Party").

10.10.2. Section 10.10.1 shall not restrict a Party from disclosing Confidential Information: (a) to the extent consented to by the Protected Party, (b) to the extent required by a discovery request in a court proceeding or a ruling by the Texas Attorney General, provided that such Party shall have first provided the Protected Party with prompt written notice of such discovery request or a request for information under the Texas Public Information Act so that the Protected Party may seek a protective order or other appropriate remedy, and in the event such protection or other remedy is not obtained, such Party shall exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information; (c) to accountants, auditors, attorneys, and tax or financial advisors who have been informed of and have agreed with such Party to abide by the terms of this Section, or who are otherwise bound by confidentiality obligations with such Party; and (d) to the extent necessary to enforce such Party's rights under this Agreement.

10.11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given: (a) on the date sent by facsimile, with confirmation of transmission, or electronic mail if sent during normal business hours of the recipient during a Business Day, and otherwise on the next Business Day if sent after normal business hours of the recipient, provided that in the case of electronic mail, each notice and or other communication shall be confirmed within one Business Day by dispatch of a copy of such notice pursuant to one of the other methods described herein; (b) on the date of delivery if

delivered personally; (c) if dispatched via a recognized overnight courier service, delivery receipt requested, with charges paid by the dispatching Party, on the later of (i) the first Business Day following the date of dispatch, or (ii) the scheduled date of delivery by such service; or (d) on the fifth Business Day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid to the Party to receive such notice. Where required, such notices shall be delivered to the following addresses:

ICHOOSR, iChoosr, LLC, 5868 A1 Westheimer, #601, Houston, Texas 77057

The CITY, 3300 Corinth Parkway, Corinth, TX 76208

10.12. Fees, Costs, and Expenses. Except as expressly provided otherwise in this Agreement, all fees, costs, and expenses incurred in connection with this Agreement, including taxes, shall be paid by the Party incurring such fees, costs, and expenses. In the event of termination of this Agreement, the obligation of each Party to pay its own fees, costs, and expenses will be subject to any rights of such Party arising from a breach of this Agreement.

10.13. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.14 Prohibition of Boycott Israel. ICHOOSR verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____ day of _____, 2019.

CITY OF CORINTH, TEXAS

BY: _____
Bob Hart, City Manager

ICHOOSR, LLC

BY: _____
Jacobus Bijlholt, President



Group Energy Switching for The City of Corinth

May 20, 2019



We make saving together easy

Agenda



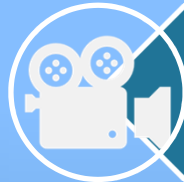
Introductions



Why cities offer group switching services to their residents



Program details & benefits



Council presentation video

Introductions:

JP Harper – Vice President - North America

Kelle Balch – Marketing Manager – North America



A BIT ABOUT ICHOOSR

- Founded in 2008
- Active in 5 countries
- Run reverse auctions to help residents save \$\$
- 6 M households have participated
- Resulting in over \$500 M in savings
- Organized over 200 programs
- 100 employees **and growing**

Why do cities offer energy group switching services to their residents?

Cities often:

- want to provide services that are beneficial to their residents (helping to offset city property taxes)
- realize that the cost for electricity is the second or third largest monthly fixed charge for their residents
- realize that their residents are exposed to a large range of energy prices for the same consumption (often without them being aware)

The issue – Corinth residents are Paying Too Much for their electricity

85%
of Texans
have a
choice in
electricity
providers

70%
haven't
switched
providers in
the past 3
years

Because – it is confusing!

This is why city support is needed – you are trusted to help

People just don't know who to trust

High rates

Complicated

Time Consuming

Difficult

Overwhelming

Misleading



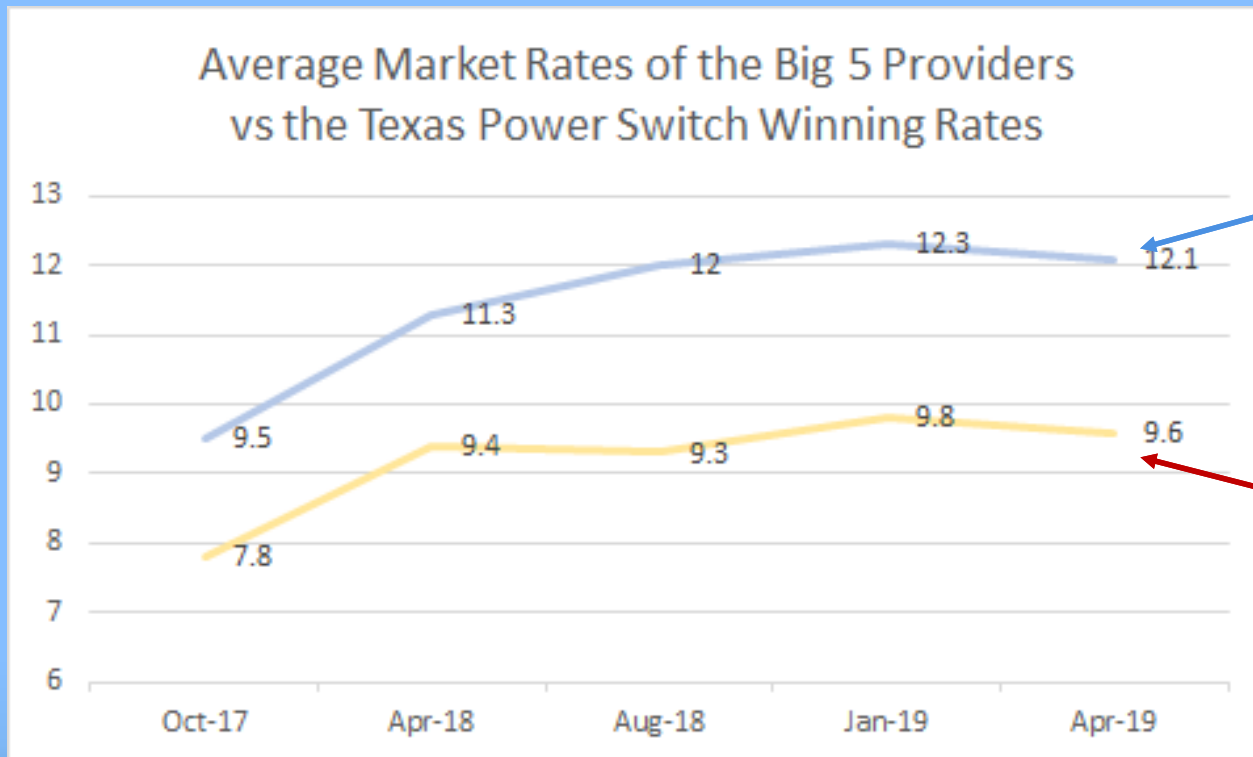
Resulting in

Most people paying too much
for their electricity
(and many people don't even know it)

**Many people overpay by
\$400 - \$500 per year**



Results Texas Power Switch

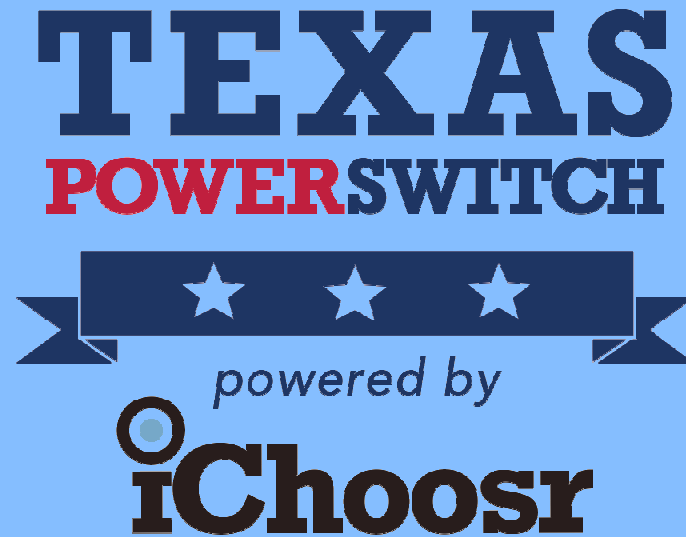


Average rate/kWh for similar plan with the Big 6

Winning rate

TEXAS POWER SWITCH

The solution

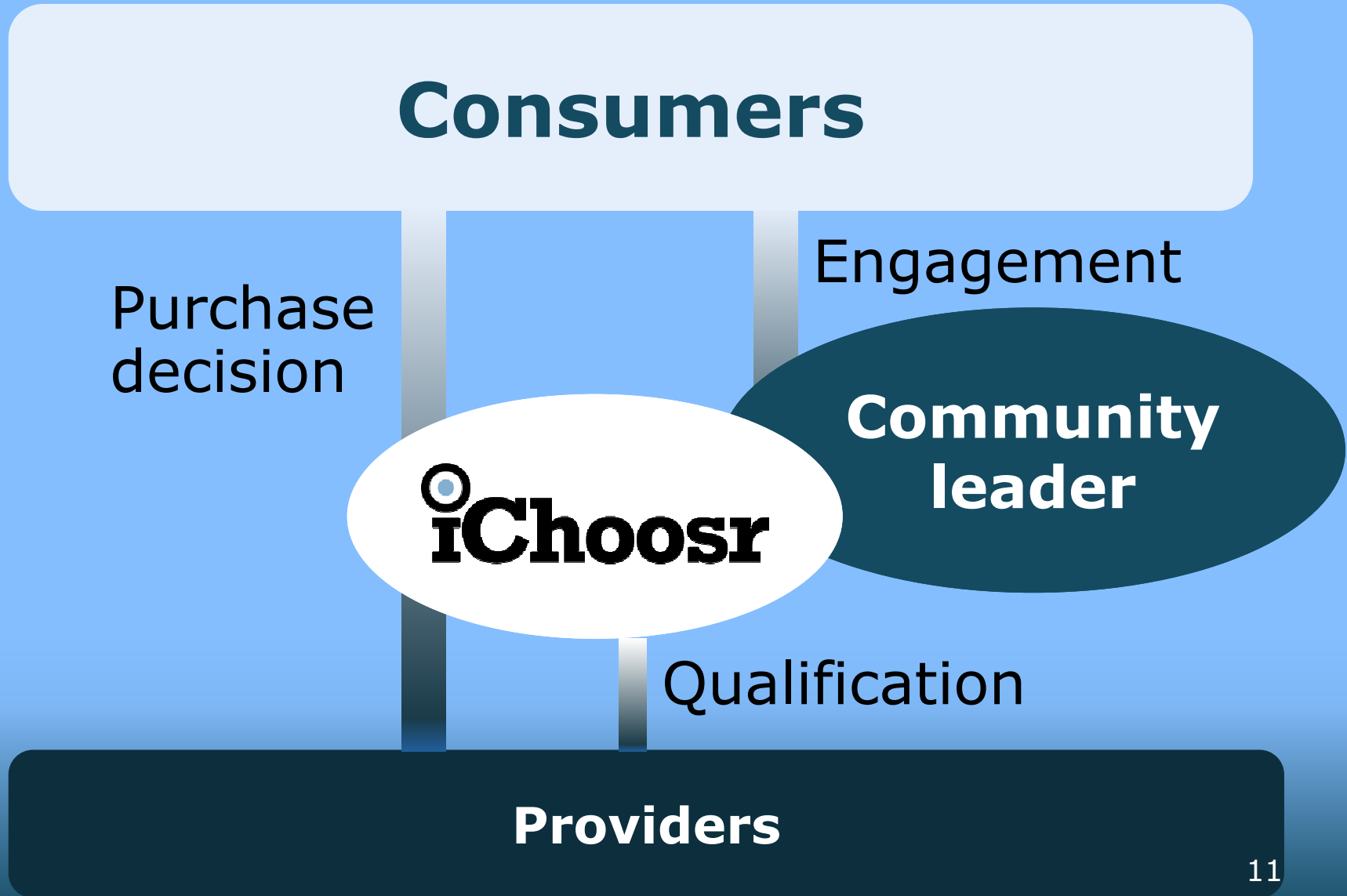


The Texas Power Switch program is a way for cities to help their residents:

- navigate the switching process with much less effort
- make an informed decision on whether to switch energy providers or not
- reduce their cost of electricity

There is absolutely no cost or risk to the city or to the resident

Stakeholders in a group purchase



5 EASY steps



1

**EDUCATE &
REGISTER**



2

AUCTION



3

OFFER



4

YOU DECIDE



5

**WE'LL TAKE
CARE OF IT**

iChoosr – Texas growth

- Headquartered in Houston, TX
- Started Texas operations in 2017
- Organized 6 successful programs
- 7th Program Auction in July 2019
- With 11 partner cities on board for the April 2019 program
- Dedicated Texas team to support you every step of the way



City Support is Critical for this Program to Work

Program will not be successful without city support

Residents are already confused, and there are many scams out there. Residents don't switch because it is difficult and confusing – and they are worried about scams.

City has vetted this program through the City Council process.

It gives residents confidence that this is not a scam. Similar to a public library, which is a public-private partnership; or trash pick-up which is a public service, often served by a private company.

Help your community / residents save money

On average, 70% of your residents are paying between \$400 to \$500 more a year for their electricity than they should. That equates to a loss of \$6.5M that could stay in the local Corinth economy

With the biggest impact on your most vulnerable population

These savings are particularly impactful on senior citizens and low income households, who are quite often paying too much.

Benefit to your residents without reducing any City services or City revenue

This potential savings is equivalent to a significant portion of the average household's annual city property taxes.

Texas Power Switch Partner Cities

"By joining the Texas Power Switch, we've found a way to make it simple for our residents to save money on their energy bills - money that helps their budget and stays in our community."

Michael Kovacs, Fate City Manager



Thank you

JP Harper

Vice President, iChoosr North America

M: 215-327-0523

E: jp@ichoosr.com

Kelle Balch

Project Communication Manager

M: 512-944-8319

E: kelle@ichoosr.com



WHAT IF?



1 ..we get a lot of calls?

We have a 24/7 Houston-based call center trained to handle all customer questions. We also provide FAQs and instructions to city reception on how to transfer calls to the call center.

2 ..something goes wrong with the switch?

Because switching providers is just an administrative change (no physical changes are necessary) people will always have electric service. If there is an administrative issue, iChoosr will fix this with the provider until all parties are satisfied.

3 ..the new supplier goes bankrupt?

In this unlikely case, customers are put on a reserve plan with "Providers of Last Resort" (POLR) so electric service is not interrupted. Designated POLRs are TXU, Reliant and CPL. This rate is higher so people should shop for a better rate soon afterwards.

4 ..we have residents that live in a co-op or municipally-owned utility?

Only residents who live in deregulated areas are able to choose their energy provider.

5 ..what if the city has a partnership with a supplier?

They are welcome to join our auction. The point of the program is to bring a lower rate to your residents, not to interfere with anyone's partnership or business. They are more than welcome to be a part of the campaign as it would help them get new clients.

Things to know

- iChoosr brokers a Residential Electrical Aggregate with deregulated cities in Texas.
- Each city has its own individual campaign, but we aggregate the registrants from all the cities together to form “Group Buying Power” and we call it the Texas Power Switch.
- We use this “Group Buying Power” to get an affordable and fair rate for the residents of your town.
- We negotiate a low rate by holding a reverse auction with providers we’ve thoroughly vetted with the PUC. We hold a six round auction in which each of the providers gives us their best rate in each round until all fall off and we are left with a winner.
- We then present the registrant with a personalized offer that they have the option of accepting or not. There is no obligation.

Things to know

- We manage the entire process through a platform we designed. The transition is seamless and simple for the residents.
- We handle all aspects including Marketing, Education, Registration, Transition and Customer Service. We have a 24/7 support team located in Houston.
- The City's lends us your support by allowing us to use your name/city seal to give the campaign credibility. In addition, we simply require a point of contact to assist with certain aspects during the Communications Plan phase - we handle the rest.
- This is a no risk, no obligation offer. At no time are we OR the city pushing a particular provider. Simply put, this is an opportunity for the city to provide their residents an opportunity to save money on their energy bills. Savings that will stay within the local economy.

BUSINESS ITEM 12.

City Council Regular and Workshop Session

Meeting Date: 06/06/2019
Title: Keep Corinth Beautiful Commission
Submitted For: Bob Hart, City Manager
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

Keep Corinth Beautiful serves as an advisory committee to the Mayor and City Council regarding litter prevention, beautification and community improvement, and the minimization of solid waste. The Board presents its annual objectives to the City Council so all city activities might follow a common purpose. The Committee mission is to build a united, energetic and beautiful community through walking trails, tree plantings, gardening, recycling or organizing.

Duties / Responsibilities

- Develop and maintain a Master Trail Plan
- Develop citywide refuse and environmental policy plan(s);
- Determine and recommend to the City Council management and program priorities on a citywide basis;
- Organize community beautification events to meet the city-wide program priorities.
- Maintain compliance and membership with the Keep America Beautiful, Inc. Affiliate System; and
- Carry out such other tasks as the City Council may designate.

Composition / Tenure

The Commission shall be comprised of five members to be nominated by and approved by the City Council. The commission shall consist of representatives from business and industry, media, community organizations, education, and members at large.

The term of each member shall be two (2) years.

Keep Corinth Beautiful

New Applicant:

Michelle McNally

Place 1	Lindsey Rayl	September 30, 2020
Place 2	Jimmie Lance Hendrik, Chairman	September 30, 2019
Place 3	Amanda Scallon	September 30, 2019
Place 4	Kristin Fisher	September 30, 2019
Place 5	Vacant	September 30, 2021

RECOMMENDATION

Recommendation/Appointment is at Council's discretion.

Attachments

Volunteer Application



VOLUNTEER OPPORTUNITIES

Citizens interested in being considered for appointment to a City Board, Commission or Committee may utilize this form or download the form as well as the associated duties and responsibilities from the City website at www.cityofcorinth.com Volunteer Opportunities All those wishing to serve must be registered to vote in Corinth as well as have completed the six month residency requirement. All information provided to the City is subject to the Open Records Request Act.

Applicants name will be placed on the agenda for consideration, so forms *must* be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence. Resume preferred but not mandatory.

City of Corinth, 3300 Corinth Parkway, Corinth, TX 76208
940-498-3200 Main Line 940-498-7505 Fax Line

Name (Please print): Michelle McNally Phone (h): 469-450-8163
Address: 2906 Yukon Dr Phone (work or cell): 469-724-4642
Address: Corinth 76210 E-Mail Address: michel.mcnally@gmail.com
Resident of Corinth since 2014 (mm/yy) FAX (h/w): _____
Voter Registration ID# 1076772942 DOB 03/13/60

Occupation or area of expertise: (Attach copy of resume or expertise summary): Facility / cust Svc Supv

Previous public service and entity served: n/a

Have you ever attended any public meeting of the City? no

Previous Civic involvement; position held, if any: Habitat for Humanity; Boy Scouts

On which of the following Boards, Commissions, or Committees do you have an interest in serving? In areas of multiple interests please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.

- Board of Construction Appeals
- Corinth Economic Development Corporation
- Keep Corinth Beautiful
- Citizen Finance Audit Committee
- Ethics Committee
- Planning and Zoning Commission
- Zoning Board of Adjustment
- Other _____

Please use the balance of this space as well as the back to answer the following questions:

- State the reason for your interest and explain expertise you would be able to offer to further the purpose of the group. I am interested in Keeping Corinth Beautiful for the following reasons: (1) I think it is the duty of →
- What is your vision for Corinth? share a sense of community pride →
- Explain your approach to economic development in Corinth? (1) Create more jobs →
- What businesses would you like to see in Corinth, how would you attract them and why? see back →
- What are your views on Parks and Recreational facilities? Preserve, protect, maintain and improve all parks & recreation facilities →

As a registered voter in the City of Corinth, I am interested in being considered for appointment to City Boards, Commissions or Committees when a vacancy occurs.

Michelle McNally _____ 5/10/2019
Signature of Applicant Date

The information provided in this Application is true, correct and complete. If chosen for an appointment, any misstatements, omission of fact, or failure to comply with attendance requirements may result in termination of the appointment.

- #1
(cont'd) each citizen to preserve our community and the environment by keeping it clean.
- (2) Equally important is our responsibility to keep our water ways clean and free of trash and debris.
 - (3) Combat mosquitos by keeping Corinth clean
 - (4) Attract businesses and homeowners
 - (5) Raise the aesthetic value of Corinth

#2
(cont'd) through public service & engagement. Accept responsibility of our own future. Improve sustainability & innovation.

- #3
(cont'd)
2. Attract diverse industries to include tourism.
 3. Retain & expand the business community in order to protect the local economy from economic downturns.
 4. Increase tax revenue to lower residential property tax burden of local citizens.
 5. Improve the quality of life for Corinth residents.

- #4
(cont'd)
- (1) innovative tech companies who offer student internships
 - (2) High-quality, locally owned & operated restaurants
 - (3) Wineries, especially Texas wines!
 - (4) Outdoor Activity-themed companies to take advantage of Bike & Hike trails & local lake access
 - (5) Co-work spaces for tele-commuters

Michelle McNally
2906 Yukon Dr.
Corinth TX 76210
Cell: 469.450.8163
Email: michel.mcnally@gmail.com

Objective: Provide exceptional managerial, facilities and customer service with energy, integrity and enthusiastic dedication. My expertise includes high-level, high-touch customer service, leading a team, daily internal and external spoken and written communication, excellent computer, organizational and communication skills, an outstanding work ethic and the capacity to work equally well in both team-oriented and self-directed environments.

Summary of qualifications

- Excellent internal and external customer service, problem-solving and time management skills
- Self-starter; dependable, professional, prompt with ability to lead and motivate others
- Maintain an excellent working relationship with clients, vendors, coworkers and management
- Manage facility including \$300,000-\$500,000 budget
- Life-long learner; positive, can-do attitude; ability to be diplomatic and discreet
- Bachelor's degree in Organizational Management
- Cross-trained in many types of software including, but not limited to; MS Outlook, Word, Excel, PowerPoint, Publisher, internal proprietary programs and Internet research

Recent Professional experience

Jan 2016 - Present *Now: CAE Civil Aviation Training Solutions*
Bombardier Training Center, DFW Airport, Texas *(same location; new company name)*
Current Position held: Supervisor, Facilities and Customer Services
Purpose: Supervise 82,000 square foot flight training facility and oversee customer services team

Responsible for: day-to-day operations of the facility including maintaining the budget, liase with multiple vendors including quotes through invoices, initiating purchase orders, arranging daily customer catering, employee uniforms, responding to customer concerns, overseeing the customer services team

Jun 2008 - Dec 2015

Skyjet/Flexjet, LLC, Richardson, Texas

Positions held: Customer Account Manager, Trip Manager, Owner Relations

Purpose: Assist and develop long-term relationships with sales directors, vendors and clients; review flights and invoices for accuracy and conduct face-to-face meetings.

Responsible for: developing excellent relationships with internal and external customers, arrange and review flights, invoice customers, arrange ground transportation, catering and follow up on clients' flight experience; investigate, document and track communications

Jan 2006 - Jun 2008

John T Clark Agency, Nationwide Insurance, McKinney, Texas

Position held: Office manager / Licensed Insurance Agent

Purpose: Key person in assisting agency start-up; gained extensive knowledge of Nationwide@ systems

Responsible for: day-to-day operations of agency, including but not limited to all necessary administrative duties, clients' policy needs, daily communication with service center and underwriters, commercial and personal lines quoting and manage website content

Aug 2004 - Jan 2006

Jane Clark, Realtor, Keller Williams Realty, McKinney, Texas

Position held: Real Estate Assistant

Purpose: Marketing and graphic design; maintain three websites with pricing, pictures, and content

Responsible for: day-to-day operations of agent's clientele, including but not limited to all necessary administrative duties, develop, maintain and print client's graphics, daily communication with clients, fellow realtors, mortgage and title companies, and manage local area computer network

Previous

Owned and operated a licensed, home daycare facility in my home for three years; provided care for six children, five days a week, 7:00am to 6:00pm; responsible for all my own bookkeeping and marketing.

Education

Bachelor's Degree; Organizational Management; Ashford University, Clinton, Iowa

May 2019

To whom it may concern:

I would like to be considered to fill the vacant position on the Keep Corinth Beautiful committee. My interest is based on recently acquired knowledge from both NCTC (in Gainesville and Corinth) and Indiana University (online) while studying Sustainable Horticulture and Parks & Land Management.

I have a strong desire to be involved in protecting our environment at a more personal, hands-on level. I have a better understanding of the value of improving my local environment and believe the return on the time invested is well worth the effort.

In addition, my neighbors and local businesses will reap the benefits, not to mention encouraging future economic growth.

Thank you for the opportunity to get involved in civic activities.

Sincerely,

Michelle McNally ☺
(404) 452-2117