



*** PUBLIC NOTICE ***

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, July 19, 2018, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. 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 17, 2018 Workshop Session.
2. Consider and act on minutes from the May 17, 2018 Regular Session.
3. Consider and act on minutes from the May 31, 2018 Workshop Session.
4. Consider and act on minutes from the June 7, 2018 Workshop Session.
5. Consider and act on minutes from the June 7, 2018 Regular Session.
6. Consider and act on minutes from the June 21, 2018 Workshop Session.

7. Consider and act on minutes from the June 21, 2018 Regular Session.
8. Approval of purchase with Atlas Supply for an additional water meters not to exceed \$59,647 in the FY 2017-2018 budget.
9. Consider and act on an ordinance for the City of Corinth, Texas approving an amendment to the fiscal year 2017-2018 budget and annual program services to provide for expenditures of funds to pay for ticker writers, and associated equipment and supplies; and providing an effective date.
10. Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support, Licensing and Maintenance with Denton County IT.
11. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Lake Sharon Property Owners Association (POA).
12. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Post Oak Crossing Property Owners Association (POA).
13. Consider and act on approval of the Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Meadows Oak Home Owners Association (HOA).
14. Consider and act on approval of the Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Oakmont Property Owners Association (POA).
15. Consider and act on the appointment of Greg Bertrand as Municipal Judge for the City of Corinth Municipal Court of Record.
16. Consider and act on the appointment of Gilland Chenault as Associate Municipal Judge for the City of Corinth Municipal Court of Record.
17. Consider and act on the appointment of Alison Grant as Associate Municipal Judge for the City of Corinth Municipal Court of Record.
18. Consider approval of an Interlocal Agreement with Denton County for the collection of the Tax Year 2018 property taxes for the City of Corinth.

CITIZENS COMMENTS

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

PUBLIC HEARING

19. **PUBLIC HEARING:** TO HEAR PUBLIC OPINION REGARDING AMENDING THE CITY OF CORINTH COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE ORDINANCE NO. 13-05-02-08, AS AMENDED, SECTION 2.09.03 VEHICLE PARKING REGULATIONS.

- Staff Presentation
- Public Hearing
- Response by Staff

BUSINESS: Consider and act on amendments to the City of Corinth Comprehensive Zoning Ordinance being part of the Unified Development Code Ordinance No. 13-05-02-08, as amended, Section 2.09.03 Vehicle Parking Regulations.

BUSINESS AGENDA

20. Consider and act on a Resolution appointing one member to the Board of Managers of the Denco Area 9-1-1 District.
21. Consider and act on an Ordinance of the City of Corinth repealing existing Chapter 39, Code of Ethics, of Title III, Administration, of the Code of Ordinances of the City and adopting a new Chapter 39, Code of Ethics, with provisions applicable to City Officials, both current and former, Vendors and Complainants; providing External Remedies for Frivolous Complaints; and providing an effective date.
22. Discuss future electricity prices and options and consider authorizing the City Manager to execute a future electricity contract.

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 the Lake Sharon Roadway Extension.

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

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

Section 551.087. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or

near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

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

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

ADJOURN:

Posted this 13th day of July, 2018 at 11:30 a.m.on the bulletin board at Corinth City Hall.

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

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: May 17, 2018 Workshop Session

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on minutes from the May 17, 2018 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the May 17, 2018 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 17, 2018 Workshop Session minutes.

Attachments

Minutes

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

On this the 17th day of May 2018 the City Council of the City of Corinth, Texas met in a Workshop Session at the Corinth City Hall at 6:00 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
Tina Henderson, Council Member
Lowell Johnson, Council Member
Scott Garber, Council Member
Don Glockel, Council Member
Sam Burke, Mayor Pro-Tem

Members Absent:

None

Staff Members Present:

Bob Hart, City Manager
Lee Ann Bunselmeyer, Director of Finance, Communication and Strategic Services
Barbara Cubbage, Interim Planning and Development Director
Kim Pence, City Secretary
Curtis Birt, LCFD Fire Chief
Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations
Shea Rodgers, Technology Services Manager
Helen-Eve Liebman, Planning and Development Director
Lori Levy, Senior Planner
Jason Alexander, Economic Development Director
Mack Reinwand, Messer, Rockefeller, & Fort

Economic Development Corporation Members Present:

Jerry Blazewicz, Board Member
Grady Ray, Board Member
Steve Holzwarth, Board Member

CALL TO ORDER

Mayor Heidemann called the meeting to order at 6:00 p.m.

WORKSHOP BUSINESS AGENDA

- 1. 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.

No discussions were held.

2. Review the proposed Corinth Water Conservation Incentive Program and provide staff direction on proceeding.

Bob Hart, City Manager – We have talked at some length about some of the issues with the water consumption patterns in the community, because we get 100% of our water from the Upper Trinity it is particularly incumbent on us to help to shave the peak on that usage. You included, in this budget, an incentive program and Cody and his staff have been putting together a program that we wanted to bring to you tonight to have your review on that and with the idea of being able to bring it forward at the next council meeting or so.

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – This is another step in the process that we are doing towards water conservation. Presenting this tonight for an incentive package for residents to do things to help curb the utility use for irrigation purposes. I think we have all discussed in the council before that our winter time average is about 3 million gallons a day usage, our summer time usage is about 7.5 million so that means we are using about 100% more water during the summer months than we do in the winter months. The result of that is storage and capacity, we will be bringing a water storage tank to Council.

A lot of the cost of that water storage tank, the water lines, utilities, and the systems and everything together, the millions of dollars it takes to create that is truly driven entirely by the need for irrigation purposes. If we did not irrigate in the city and if we didn't have a lot of swimming pools, we wouldn't need to construct that tower. So that is the preface on why we need to start doing everything we can do to reduce the usage to start curbing these trends in the future. You take this issue we're discussing tonight and compile that with the transponders we're putting in the ground so residents can start monitoring their usage and we're trying to get that thing live this year so you can see your consumption, see what your irrigation systems are using, see what your pools take, so the end user can be more knowledgeable and accountable for the consumption he is using.

The Upper Trinity Regional Water District has a program where they will send out people to do about 30 or 40 irrigation system checks and if a resident calls in and they would like to have their irrigation system checked and they are one of the first 30 or 40, they can have that done for free through the Upper Trinity. That was started last year in 2017.

In 2016 we passed a water conservation drought contingency. I bring all those up to show that we put a lot of steps in place moving forward towards an entire complete goal of helping people reduce their consumption. Which gets us to this plan right here. There's five steps involved in it and what the City of Corinth did was we looked at several other cities, in your packet there's a list of the cities we looked at, and we tailored it down to the things that are most effective. There are other things cities do like low flow showers and toilets and things like that, but your big impact is going to be irrigation which is why I mentioned 100% increase in summer months. That's where our efforts are going to be most valuable. We have looked some simple things that can be done that have been proven effective in other cities. Rain free sensors is an example. They are real simple, if it's raining your rain free sensor detects it, it should stop

your irrigation system from turning on and wasting water, a simple product that can have great savings for homeowners. Watering timers, some people aren't familiar with those but they hook on to your hose bibs in your house. It's like an egg timer, you just adjust it and it'll count down and shut your water off. Those come in really handy because you hear a lot of people who turn the water on to fill the swimming pools or turn the sprinkler on in the back yard for the kids and then we forget. We get up in the morning to go to work and we saw water running down the side of the house, this simple little device you can just program it and turn the dial and go back in the house and if you forgot to turn it off, it'll turn itself off. A very simple little device but could be a big saver for water conservation.

Smart irrigation equipment is really one of the biggest ticket items we're going to find. There's a lot of technology out there that a lot of folks don't realize exists. They have soil sensor monitors out that can detect the moisture content of your soil and that will determine when your irrigation system comes on. There's no more times, no more run times, it's done by moisture content. They also talk to the Texas A & M Agri-life Extension Service, they can actually talk remotely to the weather stations and your irrigation system now can look at the forecast. Instead of having a rain free sensor it tells you it's raining or did rain so I'm not going to come on. The irrigation systems now can look forward and say there's going to be rain in the next 48 hours, then I will not come on today. Those systems are really big, a lot of people don't know about them but they're also a little expensive. . We put a lot of emphasis on that particular line item. Irrigation system checkup and upgrades, that's another great one. Upper Trinity does have a few free opportunities.

Mayor Heidemann – Back to your smart irrigation. You take for instance Oakmont and the right of way, I know they went in there and put the friendlier type of sprinkler heads in there is that something that they would qualify for or is it strictly just for homeowners?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – This should be for everyone, but the maximum you're going to see is 50% of the purchasing. The downside is its being presented now, there is a timeline limit on it. If Oakmont did it by the time it gets approval, as presented now they would not qualify because of the time line that is imposed on how recently you can update. That is certainly something that is up for debate if you would like to adjust the time period for rebate incentives.

Mayor Heidemann – They're a big consumer of water in the summertime.

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – That's exactly what Oakmont did it was a great example, what you put in was a higher efficiency irrigation heads and what they do is they put out bigger droplets of water so on windy days it doesn't carry the mist away so it's a more efficient irrigation system. That's a great example and that falls under the upgrade section, same process. There's a lot of equipment out there that you can do to improve, subservice drip irrigation in place of spray. You can change irrigation heads, you can change and put pressure reducing valves that if you reduce the pressure on it, it is itemized there, lower pressure means bigger drops, bigger drops hit the ground and soak in. A much higher pressure turns into a mist and just blows away in the wind, very inefficient. There are a lot of opportunities there.

Mayor Heidemann – How about a dripline?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – A dripline is one of the ones mentioned, it is the best. It stays underground, it stays right to the root source. That is what the irrigation upgrade is for and even some of the water wise landscape irrigation design encompassed those topics in there. If you can remove that entirely and put subservice drip in, that is by far the most efficient system for irrigation. In a quick rundown, it's a lot of information but I know this Council has a lot of stuff on the agenda tonight and I don't want to sell it short but I'd be happy to answer any questions you have. If there's anything I can do, I want to point out I did note one mistake that I already corrected. In the packet on the water wise landscape it talks about 20 per 100 sq. ft. with a minimum of 500 to a maximum of 2000. On this portion here, the math is correct, but in the lengthy packet where it has the breakdown it was \$50 to \$400 instead of \$100 to \$400, we caught that and already made that correction.

Councilmember Burke – I don't want to get in the irrigation business but finding qualified people who will show up has been difficult in my personal experience. If we're going to do this and people aren't going to know about it, you're in the irrigation business this is a way for you to market your product, so would there be a way to get some of those companies involved without us endorsing them? Saying hey we're doing this, would you want to do something marketing wise to push this in our community. They'll get the word out if they think they're doing business. And you might know some companies and be like we work with them. I know they'll show up and do the work.

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – The city does have a list of approved vendors that, like backflow testers that come and check backflow devices for the city since we require businesses and homeowners, we have irrigation systems to utilize those. We also want to ensure that the person doing the work is qualified. We don't endorse them in any way, but one way we do get the message is out and those backflow testers can come register with the city, get on an approved list. So we can look at doing something very similar to that for irrigation folks as well.

Councilmember Burke – You all are proposing all of these, right?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – Yes, sir. From all the cities that we compared, those amounts are in the 30% to 50% range. We are kind of right there in the middle for all surrounding cities. We certainly didn't go towards the high or for the maximum by any means. That's probably right about in the middle and the average of the cities that we looked at and was offered.

Councilmember Garber – An individual would qualify for the max of one of those or if they installed something that hit 5 or 6 of these items, would they qualify for all?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – It kind of eliminates you being able to do that. If you went in and did the smart irrigation equipment, the smart irrigation system would knock out the need for a rain free sensor, it would knock out the need for a watering timer so they kind of eliminate each other.

Councilmember Garber – So they would fit into one category?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – If you wanted to come in and do a rain free sensor and then a couple of years later decide you want to upgrade

or your irrigation timer went out or you came down here and had your irrigation checkup and your irrigator said it would be a good idea if you did this, then sure, you could come in later for an upgrade and eliminate it. That's the intent, the more you go down this list, the more we like you. The more it's going to help you.

The idea is it not only saves you money as a consumer on that end but we're already pushing our maximum peak so if we extend that we're going to be forced to go into increasing our subscription rate with Upper Trinity. So instead of 7.5 mgd we would go to 7.6 and you can't come back down. The net result of that is every time we rash it up higher, our cost of service goes up, so homeowners and businesses have to pay more on their bill. So if we can save you money up front and postpone the time that it forces the city to go to a higher tier then we're going save you more money on your water bill even further in the future. So if you can somehow work the system to get more benefit out of this, it's fantastic. It's more benefit for everyone.

Mayor Heidemann – When a homeowner has a pool and an irrigator do you have two meters there? Or do you just have the one?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – Irrigation has its own separate meter. You have a domestic meter for the house consumption and it's smarter to have an irrigation set for your irrigation meter because the irrigation meter you can use for that or a pool. It is designated for those purposes only so you don't get charged sewer rates on that. So if you only have one meter, a domestic meter, for your home and you're also trying to irrigate off of that, then all the water you're putting on your lawn you're also getting charged a sewer rate as well. It costs more because you have to pay to get the meter installed, but in the long run it's much cheaper because you're not going to pay sewer rates on irrigation because that never goes down the drain.

Mayor Heidemann – Do you have an estimated cost of what that would be to put that 2nd meter in?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – if I were to come out to a property right now and our department set a brand new irrigation meter for you, you're looking at about \$1200.

Councilmember Henderson – Could we send this flyer to all the HOA's? That would be a way to get it out also.

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – The idea is if you get on the City of Corinth's website, this page pops up, then you can click any one of these links and those links take you to the information and the next link will take you towards the application. So everything is set up and ready to go with the assumption, with Council approval, that's kind of the idea of showing you this is what it will look like and this is what we'll be putting out to everyone. The format and how people will see it. We can definitely reach out directly to the HOAs.

Mayor Heidemann – So you're looking for our endorsement for going forward with this project so you can bring it to the Council for approval?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – Is there anything additional you'd like to see? Would you like to see anything taken away? Or can we bring

it back as it is for approval on another day?

Mayor Heidemann – I think what we'll do is we're giving you the endorsement to go ahead and bring it back to us, but in the course of your conversation with other people if you come up with something I would suggest you get it to the City Manager.

Councilmember Johnson – I do have one item. It would be nice to kind of see some metrics involving the amount of water saved in the conservation program, how much that's going to affect the water rate budget because for every dollar we save in conservation the more it will pay freight for water. That's going to have to push to the base rate somehow. If we have kind of an idea based on an assumption of saving so many hundred gallons, so many thousand gallons because if we're not paying it in volume metrics, it's got to roll to the base somehow in order for us to pay for the system, pay for the things we need to do, the bonds and everything else to build a water tower to complete the infrastructural of those items. That's kind of the other side of the conservation program. Conservation is a great idea and it's a wonderful thing, but in order to do that, we're going to have to adjust our water rates a little more or how we pay for it.

Mayor Heidemann - Just a little bit of an inside on that Lowell is that when we did those renovations in Oakmont, I believe we saved in the first year alone somewhere between 30% and 40%, in terms of our water usage just by going to that. Putting the drip lines in there for all the shrubs and putting those other heads on there so I would think you're going to experience something close to that.

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – In the research we did we saw what these things have done for other cities that already had them and they've have time to do the research, 20% to 30% is the average savings per homeowner. So to answer your question, we'd have to try and figure out if we know its 20% to 30% water savings per homeowner the next factor would be what percentage of the homeowners take advantage of it, and then we could get that metric for you and probable get you a solid answer.

Councilmember Johnson – It's all well and good if their saving 20% or 30% on water, but if we're still tied to metric rates for our water rates, then we've got that problem. It becomes a bigger problem as we go on down the road.

Councilmember Glockel – I like the concept but I think Cody you mentioned twice that we're bumping the 7.5 in the summertime, you're seeing that from the Upper Trinity?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – It's 7.5 million in gallons of water per day.

Councilmember Glockel – You're seeing that in billing from the Upper Trinity?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – Yes, that's our subscription rate.

Councilmember Glockel – That's our subscription rate, but you said we are bumping that and you're afraid we're going to go to 7.6? Meaning that apparently there's some data that shows that we're really close to the 7.6 subscription rate? Because last year when I researched it, we never hit over 4 million. According

to Upper Trinity's billing. We ought to look into that.

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – You must have seen some averaging. We've already exceeded 4 million gallons a day now. We monitor our pumping. We've exceeded 4 million gallons as of about 2 weeks ago. So coming into June and July we'll hit that 7.5, what you're looking at is the hottest time of the year. So in that August time period, historically, you're going to run into about 5 days there where we're going to hit that 7.4, 7.48 pushing right at 7.5 million gallons a day and once we crest the hottest, driest of the year that's when our water demand goes way down. So what you might have seen is an average, if you took the entire yearly average, you're probably going to see that 4, 4.2 million average for an annual usage from the city per day. But if you actually look at a true usage per day, we're looking in January you're going to see about 2.8 million per day. If you look around mid-August you're going to see about 7.3 million gallons per day. What happens is we extend that 7.5 and it bumps us above 7.5 and hit that threshold then Upper Trinity, with our contract, locks us into a subscription rate of 7.6 or 7.7. If we need the data, I can get it.

Councilmember Glockel – I'm just asking if you've seen it.

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – Absolutely, I see it daily when we monitor our pumping out of our own system. I can watch it by the hour. For certain I know we exceed that. No doubt.

Mayor Heidemann - As these apartment complexes' and these other homes that are being brought on, is that going to influence our capacity too?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – Sure. That's where this has the benefit. The 7.5 now, if we can start having people backing down on the usage, then you start having an averaging of effect. If people that are here now are using a lot of water start backing down, then the population coming in are going to use that water but that's what I was eluding to. We can postpone the time it takes for us to raise our subscription rate. We're buying ourselves time.

Mayor Heidemann – Very good. Then I would say go ahead and move forward with it.

3. Hold a discussion regarding Economic Development Structure.

Bob Hart, City Manager – Questions about the structure and reporting component for Economic Development has come up on multiple occasions. Based on some of the conversations, some of the direction here, we've prepared a fairly good summary memo of a couple of pages on some of the recommendations that I would bring to you for your consideration. Partly they are based on my experience and knowledge of some of these areas.

I've tried to address this in 3 broad areas. One is, the reporting structure. What you routinely see in cities is all the direction, the vision of the community all originates with the Council and that is passed down to the various boards and of the staff, a lot of the coordination then begins to occur at that staff level. With the Economic Development Corporation, the Director actually reports to the City Manager and that insures a lot of internal coordination for what's going on. I like to think about it as we have a Planning and Zoning Commission and the Planning and Zoning Commission is appointed by the City Council, makes

recommendations to the City Council but the coordination of the work internally is through the staff. So the Planning Director, in this case Helen-Eve, would supply the staff support for the Planning and Zoning Commission and she would report to me within the organization. So when you see a recommendation come forward it's through that kind of a structure. Looking at Corinth, we don't provide as many services as other communities, I alluded to this in the memo, when you have an airport board, the board is advisory to the Council, but the airport manager staffs the board, reports to the City Manager, and the recommendations are brought forward there. That's how the Parks and Recreation Board, the Library Board and all of those tend to operate. So my comment is that EDC probably should follow, I think it works better when it follows that kind of format. A lot of the reason for that is because there's got to be some good close coordination that happens with Planning and Zoning and then also with Public Works. I think that helps to improve in that area.

The second area I've referenced is on the governance component. From a governance principal, if you look at the governance practices, the general recommendation is that Council Members should not be part of a board. What happens is you may have, and you want your appointed boards to have much better recommendations to bring to the Council as a whole. So the recommendation generally is looking for an independent board to make recommendations to you. If it's something that is important enough where you feel like some of the Council ought to be involved, then the general practice is that Council ought to sit as a board as a whole, or a committee as a whole and actually do that. That's just a kind of a governance principal. Like tonight, as an example, you have three members of the Council, or a quorum of the Council, also sits on the EDC. Councilmember Johnson's term is expiring in May so that's on for a new appointment, that takes you back to two, which is the current practice. So what I'm suggesting here is that you might want to look at as Councilmember Henderson and Councilmember Glockel's term expires in September to appoint someone else at the conclusion of those terms. That's how I tend to suggest that.

I think the third is a broader focus area. This is one I think that falls to the heart of some of the policy direction because the Council would provide. That is, where is some of the focus really ought to be. I think in Corinth and the land availability that we have, the location that we have, generally you can look at doing employment centers. DATCU, Co-Serve something like that would fall into that. Retail businesses, Bill Utter would fall into that category. Other retail operations and then restaurants.

The one challenge that you always have, I think that Corinth has, is the lack of pad sites. The community is in a good location with the Interstate Highway. You've talked about your desire to see that I-35 corridor developed from an economic development standpoint. It seems to me there ought to be a whole lot more focus on the development of pad sites. Once you've done that, the retail follows that. Same thing with retail outlets, the recruitment of employment centers, equipment manufacturing and all of this when we start dealing with much larger tracks. There's just not much of that in Corinth compared with some of the communities in which I've worked. That's a summary. Hopefully the memo was clear enough, I can answer some questions. This is one that's a policy direction that we turn to you to get some guidance and make a decision.

Councilmember Burke – On the board members rolling off that would require a by-law change.

Bob Hart, City Manager – No sir.

Councilmember Burke – With regard to the reporting structure, that would require a by-law change.

Bob Hart, City Manager – Yes sir. What I put in the memo is kind of typically what you see in a lot of the by-laws.

Councilmember Garber – The by-laws for the EDC would need to be changed and voted on by the members of EDC, is that right or can Council recommend changes?

Bob Hart, City Manager – The way that most of them work is the EDC Board could make a recommendation on that and then it comes to the Council for approval. So you could initiate that at the Council level, ask for direction in that area or wait until the EDC Board to bring that forward.

Councilmember Garber – What if the EDC Board moves to not proceed with those changes, can Council still vote on it or does it need approval?

Mack Reinwand, City Attorney – It's similar to the Planning and Zoning, it's a recommendation to you all but you all have ultimate authority over those by-laws and what goes in them.

Councilmember Glockel – That would require a Home Rule Charter change too, I think. Is it spelled out in the Home Rule Charter?

Mack Reinwand, City Attorney – I doubt it's in the charter. I would have to take a look, but you usually wouldn't see Economic Development in the charter. That would be unusual.

Councilmember Garber – This question is for you Tina, Do you feel a change like this would be helpful in coordinating efforts and being a positive move in the direction of the EDC.

Councilmember Henderson – Are you asking me about the reporting structure? Or the Councilmembers?

Councilmember Garber – I'm asking you specifically about everything that's in this memo. Is there anything in there that would not be a positive move? Or unseen challenges that we should be aware of?

Councilmember Henderson – I think we should have a Councilmember on every board. You don't have to have 2 but at least one. Then they hear things and know things and see things that go on at the meeting that they can bring back. I've also heard that if we don't have one then it's a little playing ground. You can kind of see both sides at that point but in a way to me it's an advantage to have a Councilmember on that board. As far as the reporting, let me ask this, if we change the reporting what would happen to our Economic Development tax?

Bob Hart, City Manager – There's no change.

Councilmember Henderson – There wouldn't have to be a vote from the citizens on that?

Bob Hart, City Manager – No, the 4B Corporation is funded with the ½ cent sales tax and that's all the same. I've suggested here is just simply the internal reporting mechanism.

Councilmember Henderson – I could see the benefit of all of us working together. I would say if we do

make the change that the Director of EDC be a part of the City, be a part of staff meetings and everyone communicate together. I could see where that would be a benefit.

Councilmember Johnson –There’s a history behind why there’s two members of the Council on the EDC. Because once this EDC was established, by vote, and their initial board had no members of Council on it, the Executive Director and the board went in a very divergent direction than the Council was going. When they reined them in the Executive Director resigned and he went on to be the Executive Director in Hickory Creek and a few other places. Some of the other board members left, the Council then appointed 2 Council Members to the EDC specifically to be able to prevent that from happening again. It seems like since that time it has worked well.

I know that it does help to have a Council member there because you already have a feel for how the Council might look at an item. Sometimes that makes it a little easier for the Council to help with the decision. Also for the EDC to understand maybe that’s the way you need to go, Council wants you to go this way. It kind of gives you that direction. That’s the history behind why you have 2 Councilmembers on the EDC. On the Economic Development efforts I think there is probably more to this that we need to discuss in Executive Session with regards to specific candidates, specific projects, but the EDC has worked and our Director, with many of these, both of these listed, Co-Serve Electric and Millennium Development and they each present a unique challenge. I think those challenges are ones that as we get closer and closer to other things they’ll start to fall in line. To discuss specifics about those we probably need to go into Executive Session. So you kind of have an understanding exactly where EDC is, where they’re going, what they’re doing, what they’ve been looking at from a project to project basis. Sometimes what you hear in the community is not really what happens.

Councilmember Glockel – I would add that I kind of echo some of the things that Lowell says. Sitting on the board for a while I have realized that we are doing things that the economic development level that the property owner doesn’t really want the general public to know about it. They are working through Jason Alexander and then they’re reporting back to the board and we have 2 very capable people, the City Manager and Jason Alexander.

My concern is and what distresses me is we don’t always know, both of you should know what the other one is doing all the time. I don’t know if somebody has to report to Mr. Hart to make it work but pad sites is a good example. That’s twice I’ve heard you say that, the last time I chose not to say anything but Economic Development is working with a land developer about trying to get some pad sites and a TIF and working on some general things that are going to come to Council very soon. We can’t talk about the specifics until the property owner signs in on it. So we’re doing things in the city, if we weren’t represented on it, we wouldn’t know. Because, quite frankly, we don’t communicate between the City and EDC without coming back through Council. That’s a sad state of affairs.

Open that avenue of communications up so that EDC knows everything that P & Z is doing and if somebody is coming in asking for a permit on some big project, even though it fits the zoning, EDC should know about it so maybe that enhances something else that’s going on through his channel of information.

Three members are going to Las Vegas in just a few days to represent the city and they have several meetings set up with big players that want to come into the City of Corinth but they don’t want anybody to know they want to come. They want to be able to buy a piece of property without somebody else knowing

they're trying to come in. So you kind of understand that. We can't say that a particular restaurant chain wants to buy this particular piece of property, we're not at liberty to say that. Nor would Bob Hart say that if that came through his department. But the two of you should be talking. The two departments should know what the other one is doing all the time. At this point I'd like to think on it a little bit about whether I think it should go under the City Manager, but certainly, they need to be working hand in hand.

Councilmember Garber - As I think most of us on City Council that made our way through Economic Development, and I will tell you that getting up and running on Economic Development having Lowell and Mike Amason at the time was a huge help. But also in those days we didn't have an Economic Development Director. The City Manager at the time was filling in as the Economic Development Director and things were well coordinated from my perspective. They were working well, things were working well.

Now 3 years on Council, the only Economic Development updates that I personally receive and know of what's happening is through the City Manager. That is it. I have no idea what's going on in Economic Development, I don't see that the City Manager and Mr. Alexander are working well together and that's something that needs to be fixed. I don't know if having 2 Councilmembers up to this point has benefited that process. I almost wonder if it's complicating matters having Council on Economic Development and not on other boards. As I'm out looking and trying to research and find out how other cities handle it I do see that there have been other cities that have Council representation. I don't see that there's a lot of them.

Economic Development is its own board like P & Z and the access that they get and the information that they get Council appears as a whole. I'm not saying that I like it necessarily one way or the other, but I think that we have to do something because now there's 3 Councilmembers on EDC and there can only be 2 and I would like to at least discuss and pursue some of those thoughts. Do we need only 1 Councilmember on EDC? Do we eventually 10 years from now need no Councilmembers on the EDC? Is that going to harm us? Is that going to benefit us?

But I think more importantly in the times that we're really facing the need for Economic Development I don't think it's good that there's Councilmembers that have no idea what the whole Economic Development group is doing. By the way, with repeated attempts to gain the information and told no it's a secret, no there's kind of this type of thing going on. That makes it very difficult for a Councilmember to be in that position. I would like to see that part be remedied for me personally. I'm asking heartfelt, are these suggestions going to remedy some of those issues?

Councilmember Johnson – The May meeting was my last meeting. Ms. Henderson was elected, she was not appointed. So I'm done, you only have 2. It's not a question, clarification, there was never 3 City Council members as what was represented. There were 2.

Mayor Heidemann – My perspective was that we are going through the exercise of developing or trying to develop a strategic plan and we've taken a lot of time and effort and we've gone out and surveyed the local community. This to me is very critical for us to be able to come to a consensus on what is our strategic plan with the city? Then how do we make sure that everybody is on the same page and we're all working together as a team just like what we all did together for Bill Utter Ford. We worked together as a team to get that completed. That's what I'm concerned about is that we spent money to get this here strategic plan, to make sure it's done right and that everybody is on the same page, we can support it and we can move forward and we can attract the Economic Development that the city needs to be able to get our tax base

where we need it.

Councilmember Glockel - I'll just say one more thing about the communications. The things that are open that can be communicated are, and Mr. Hart knows, he sees the minutes, he sees our agenda, that he knows what we're going to talk about. But I would encourage the 2 of you just to make sure if there's something that comes up that the other one knows about it. This particular project I'm talking about, Bob Hart may or may not know about it we don't want it to be out. We're not at liberty to talk about it. Mr. Hart being the manager over Jason wouldn't resolve that today. That particular thing I'm talking about. Or, we've breached the confidence and we don't want to do that. You've worked with real estate all the time, people don't want the word out until they've signed the dotted line in the contract.

Councilmember Burke – They don't want anybody getting in front of them. For the property.

Councilmember Johnson – With the price match going up to \$0-\$30 a square foot as opposed to \$50 a square foot.

Councilmember Burke – You don't want the owner of the property to know either. Usually they're using some shell entity. As I listen to all of this I feel like definitely at the time this was done, it was needed. I don't know if it's still needed. I was on the EDC, I was a Councilmember, it didn't bother me then that we had this structure. I didn't feel like at the time any of the other Councilmembers were at any information disadvantage.

But as I sit here I hear 2 things that bother me. The 1st is that we've got two Councilmembers on the EDC so the EDC knows what the Council is going to do. Well no. We normally vote in unison, I think we're in lockstep on most of the issues. But two Councilmembers shouldn't be telling the EDC what the board would do, because that's not the Council. In other words, two members have an outsized influence on the direction of that board whoever it is. I never thought there was any malicious intent in that but as I hear that, someone who's not on Economic Development Corporation Board, I'm going... wait a second. I don't know if that's the direction the board would want and how do you separate that kind of influence? How can those Councilmembers not be the most powerful members on EDC? They almost have to be because they're in the roll of kind of predicting for the EDC what the whole body is going to do. Which is kind of good and bad, but as I sit here as someone not on the EDC I'm thinking that doesn't feel quite right.

As I hear you all talk about these things that are happening and it's moving in a positive direction, I am no better informed about any of that because you are on the board. Not at all. I don't feel there's any advantage to me as a Councilmember that you all are on there as far as knowing what's going on. I don't think that's because you all have intentionally not told me. It's because in that role you can't tell me or if you were to tell me it would have to be in executive session. I had not been complaining. But as we talk about this structure I'm thinking if one of the purposes of that is so that the Council knows what's going on with the EDC, it's not serving that function. I don't know if it could. If that's one of the intentions of it we need to create a mechanism for that exchange of information to occur. If that's what we're trying to do.

Councilmember Glockel – I understand where you're coming from, but for the sake of the people that haven't served on the committee and don't know how that works there are several EDC members here, Directors of the organization. If the Council has more say so than Jerry Blazewicz, property owner, Director, then somebody else it's not apparent. As the board votes on something, nothing is done in the

field until it comes to Council for approval. We put it together in the package, we groom it and we send it to Council for approval. Council has no more input than any other member on there. I feel fairly confident.

Councilmember Burke – I'm confident that no one is trying to have more. Are there other solutions to these problems other than the change in the structure? I'm talking about the concerns I just voiced. In other words, is there a mechanism for a better flow of information than what we're trying to do?

Bob Hart, City Manager – I can tell you the experience I've had is where the reporting is clear, the information sharing is clear, the internal coordination works much better. That's what I've seen. A lot of it goes back through the Economic Development experience I've had over the years. A lot of it has been in manufacturing side and some in the retail. A lot of the times where it becomes important, I think, is when tax districts are created. I think having a much broader conversation and thinking through some of the technical issues becomes important. Sometimes the use of the 380's there's some ways to do that. I think sometimes you can go back and do a public improvement district or you can do a municipal management district, there's a lot of tools that are out here. Some are unique to the EDC, some are really reserved for the City Council. The best programs are when they're all merged and put together.

Councilmember Burke – I hear what you're saying, if we had to make just one change it would be to clarify the reporting structure.

Bob Hart, City Manager – Yes sir.

Councilmember Burke – That would have the biggest single impact.

Bob Hart, City Manager – Yes sir.

Councilmember Johnson – I think a way to help clarify the reporting structure would be for EDC either to meet with Council or the Executive Director to meet with Council maybe once every two months or so in Executive Session so that we can go over some of the same projects so that everybody is on the same page. That would help with the flow of information. Especially with what you're talking about, that way you'll understand kind of where they're at and where they're going, what's going on, what's happening.

Councilmember Garber – Would changing that reporting structure up through the City Manager, it seems as if would facilitate those meetings and to encourage that type of executive session communication easier. It just seems that would be a much easier process.

Councilmember Burke – We have one main point of contact, the City Manager. The EDC Director reporting to him and that's clearly what he's supposed to do and see what happens.

Councilmember Henderson – Whenever the EDC meets and they go into Executive Session, none of that information goes out. But if the EDC meets with the Council or the City Manager can that information be shared with the manager or the Council or is that still not allowed to be shared?

Mack Reinwand, City Attorney – It can be shared. I guess the question is how you do that? So the Council could have their own executive session every meeting as well and talk about all the same things that EDC is talking about in executive session. I think that's one of the discussion points, does the Council want to

have that conversion to know what the EDC is doing. Yes, they can certainly do that in executive session just like the EDC does and hear the same information.

Councilmember Henderson – Because then that would take the Councilmen that weren't on the board to know what was going on. I didn't know if that was allowed.

Councilmember Burke – In between the times we meet, I want our best people sharing their best ideas. I don't feel like that's happening and we want that to happen so we can get the best solutions. If the reporting is to the Council kind of and not the City Manager, you don't have that interaction that you want. I don't want to pick between all of the options that are possible. I want to pick the best options that our best staff people have identified. I want to pick between 3 to 5 things not 50. I feel like that needs to be something that's happening on a daily basis or as needed not on a scheduled or just a Council interaction.

Mayor Heidemann – We have about 4 minutes before we have to go into regular session. What did you need from us tonight on this?

Bob Hart, City Manager – If there's any direction, if there's a consensus of a direction.

Mayor Heidemann – We're going back into workshop session after our regular meeting, right?

Bob Hart, City Manager – Yes sir.

Mayor Heidemann – Can we table this for that session and then see if we can come to a consensus on how we want to approach it?

Councilmember Garber – I almost get the sense from Councilmember Johnson that maybe an executive session before we provide a consensus would be helpful.

Councilmember Johnson – I don't know if it would be helpful necessarily. It could be. We're talking about specific project ideas.

Councilmember Garber – I'm available for an opinion whenever you guys would like.

Councilmember Burke – Then we can talk about the fence. Is there any reason not to let them build a fence? Maybe we can cover that next.

Bob Hart, City Manager – We have 2 items after this for the workshop.

Mayor Heidemann – We'll table this and talk about this when we come back into our workshop after we go to the regular session.

Mayor Heidemann recessed the workshop at 6:48 pm.

Mayor Heidemann reconvened workshop at 7:37 pm.

Mayor Heidemann – We're back on the EDC discussion as it related to structure. I guess we're looking for a consensus so we can give that to City Manager as far as what our recommendation or what path we want to travel. Any comments or suggestions at this point?

Councilmember Burke – I would just recommend that we change the reporting to the City Manager and see how that works and if we need to make further changes we can come back to it.

Mayor Heidemann – Is that pretty much the consensus of the group?

Councilmember Garber – That's definitely my idea. As we start thinking Councilmembers on the EDC moving forward, I look back at my notes over Brad and Eric, they were 2 people we interviewed and was very excited about both of them. Quite honestly the first time we've had so many qualified people want to be a part of that board with not enough spots. I think prior if it had not been for Councilman Glockel and Councilman Johnson we may not have at times had a quorum on that EDC. I would just like us as we move forward where we have Councilmembers that are coming to term thinking about that. If we have so many people sitting in the wings are we having 2 Councilmembers on that board doing ourselves justice?

Mayor Heidemann – Ok Bob, do you have the direction you needed?

Bob Hart, City Manager – Yes sir.

4. Hold a discussion regarding the construction of a fence at the end of Berkshire Lane across City Right-of-Way.

Bob Hart, City Manager – This is an issue where the Timber Ridge Apartments butt a subdivision. I think this issue has been bubbling for some 10 years. The Council, several years ago, closed off the street that this would have extended to and so what's going on now is the folks over here in the subdivision are concerned about people from the apartments coming through and not being happy with some of the activity there.

The flip side is the folks at the apartment are real tired of the folks from over here riding ATVs out into the drainage pond. We thought and the HOA here is willing to put a fence up to separate. We had initially talked to the department folks about the idea of putting the fence up on their property, which I thought was probably the best solution there. What we are going to recommend to you and see if you'd go with this, is actually putting the fence over the last little portion of the fence. What we'd like to do is drop in right behind the guardrail, put up a fence, connect it to the corners, the HOAs will construct it, they'll maintain it.

Mayor Heidemann – There's no way an ATV can get through there?

Bob Hart, City Manager – No, if you go from corner to corner, you'd block that. We'll have to raise the fence up a few inches to allow drainage to run off into the detention pond. I wanted to put it behind the guardrail. When somebody runs into it, they're going to run into the guardrail and not the wood fence. It will take action on your part to allow the fence to be constructed at that last foot of the street. So if you are willing to do that then we will bring that back to a future Council meeting and allow them to construct that.

Councilmember Burke – That would just be a license agreement?

Mack Reinwand, City Attorney – A use agreement.

Councilmember Burke – Terminated at any time?

Mack Reinwand, City Attorney – That’s right.

Councilmember Johnson – I think that’s all the HOA has ever wanted, just the ability. I’m sure they’re willing to give it up should it ever need to be given up. I don’t think there would be a problem with that. I can’t foresee that in the future unless the apartments develop something else.

Councilmember Burke – The detention pond, who’s property is that?

Bob Hart, City Manager – It’s the apartments.

Councilmember Burke – They constructed that along with the apartments.

Bob Hart, City Manager – That’s right.

Councilmember Burke – It’s not an HOA common area?

Bob Hart, City Manager – No.

Mayor Heidemann - How about that development, CrossPoint, is that going to impact this at all?

Bob Hart, City Manager – No, the CrossPoint is going to come in at a different place.

5. Discuss amendments to the City of Corinth Comprehensive Zoning Ordinance being part of the Unified Development Code including Sections 2.07.03 and 2.07.04 by amending Uses Permitted, Uses Prohibited, Uses Permitted by Specific Use Permit and Conditional Standards related to Industrial, Commercial, Office, Retail, and Residential land use categories.

Helen-Eve, Planning and Development Director - The staff understands that there might be some direction provided for us to move forward with some amendments to the list of permitted uses in the zoning districts. There are a number of uses that you could say that are not provided for by choice or overlooked that we might want to provide for as well as uses that may not necessarily be compatible with adjacent uses such as single family development. There’s been talk but really no direction for staff to bring anything forward.

We met with the Planning and Zoning Commission on Monday evening and we had quite a bit of dialog from them that was really good to hear their information and feedback on the topics, now we’re here to work with you to see if there are areas that you would like to see us move forward with changes. The ones that we heard about were auto related uses distinguishing full self-service car wash sales, surface car wash

which those are typically 24-hour service. A number of these can be allowed by specific use permit or that as well as some of the conditional standards that if you wanted something say a car wash you have to provide for all these additional setbacks. Some of the other uses are vehicle rental, passenger vehicles and say the number of car rentals allowed at one particular site. I understand now car rentals are done as an accessory use say at a car dealership. Is that something you all want to see as a stand-alone use? Additionally truck size for vehicle rental, do you want to get into U-hauls, box trucks, you all will make that decision if that's even a use or what size you're considering on trucks and trailers.

Another use, auto repair and distinguishing already between the minor and the major. Some cities take an approach that if you treat all of those similar type uses, say auto related uses, through specific use permits then there being treated fairly so that anyone that wants to do that type of use has to go through the special review process. Some of the items that we'd like you to consider, was is compatible with adjacent districts and residential adjacency as well as existing zoning and maybe potential future redevelopment. Sometimes uses go away, say an older mini warehouse storage and what would you want to actually see there but would be compatible.

Most of the districts that this is affecting are C-1, C-2, 3, industrial, and the MXC. These are a list of the uses that I understand have been brought up that we had a lot of input from the Planning and Zoning Commission. They are anxious and looking forward to hearing your input on some of these uses. Equipment tool and rental, outdoor display, outdoor storage, kennels and veterinarians, the outside runs and proximity. I know myself I live pretty close to a doggy day care and I hear those dogs bark all day.

Overnight lodging, do we want to change anything on hotel, allowing motels, extended stay or if those are uses you want to see further be regulated. Schools, public, private, career technical distinguishing between all of those and appropriate locations. Do you want those in residential areas? Do you want them in commercial areas? As well as churches, that's another one of those very sensitive uses.

Councilmember Glockel – On schools, you've got the public, but you have private and charter, charter was originally designed to function like a public school, so where would a charter fit in your matrix?

Helen-Eve Liebman, Planning and Development Director – That's what we need to look at and how we want it to be treated. Mack will probably tell me to that schools need to be allowed anywhere. Isn't that correct?

Mack Reinwand, City Attorney – yes. The problem is if you try to keep them out of certain areas, they have some pre-emption authority over city zoning even. You can say you can't go in these areas but it's difficult in practice if they really want to do it and challenge you, they may be able to pre-empt your regulation.

Councilmember Garber – Does the same thing hold tight for charter schools, private schools?

Mack Reinwand, City Attorney - yes, they're more in line with public schools and how they're treated.

Councilmember Garber – And my guess is churches would probably fall in line with that.

Mack Reinwand, City Attorney – Churches are a different animal entirely, they have some federal law

that actually regulates the land use associated with churches and so yes they have their own legal complexities.

Helen-Eve Liebman, Planning and Development Director – I'd say right now we might have some inconsistencies with some of that. While it functions okay now, if we get challenged we want to know where those holes might be. Business services is a definition that I understand and we probably need to work on but does that really include any detail. As well as personal services such as beauty shops, spas, and nail shops. Other uses that we're identifying and talked about what we do with these vape shops, tobacco shops, pawn shops and tattoo studio. At this time I'd love to hear any feedback. Barb is here and Lori as well they can help fill you in on some of the dialog that we did here at that Planning and Zoning commission.

Mayor Heidemann – Didn't we have one for poker club?

Bob Hart, City Manager – Right now we prohibit that.

Mack Reinwand, City Attorney – Our position is if it's not specifically allowed in our code, then it's prohibited. That's the authority we use to say they couldn't do it if they wanted to. You can come to council and get that put in as a land use, the code, and then they could work on getting an approval. But that's the way we interpret that strictly if it's not in here if it doesn't say that use you cannot bring that use into the city.

Councilmember Garber – There seems to be two that are brought up quite often that I didn't see on the list, maybe it was on the first slide, self-storage. It seems to be one that people seem to really be adverse to close to them. Also, fast food. I spend a lot of time talking about fast food and why is it allowed here and are we going to get more, why can't we get restaurants? If there's an opportunity to address some of that and at least give Council the opportunity to vote on a specific fast food restaurant or whatever the development is, I think that would be helpful.

Helen-Eve Liebman, Planning and Development Director - Okay.

Lori Levy, Senior Planner – The fast food right now is currently not distinguished in with restaurant and a lot of cities do require an SUP before a drive through restaurant. So they kind of distinguish that sit down type restaurant with a drive in or drive through.

Councilmember Garber – The general strip shopping center, and I see a lot of these uses, the nail spas, the vape shops these retail type strip centers, not a lot of people want them in Corinth. I don't know if that's going to interfere with the pad site idea but anything we can do to help better communicate to people that are going to be developing that we don't want the donut shop, the nail shop, the dry cleaner in a neighborhood type situation would be helpful. Now vape shop, tobacco shop all of that kind of thing, I think we need to be very diligent now that we don't end up with one.

Councilmember Johnson – Your overnight lodging, you got extended stay down there that's one you need to be very, very careful about. It needs to be heavily regulated any way we can.

Mayor Heidemann – How about Bed and Breakfast? Would that be that?

Councilmember Johnson – No, that's not really an extended stay.

Bob Hart, City Manager – Let me ask on a hotel, you want to restrict it to interior opening doors only? And prohibit exterior doors?

Councilmember Johnson – The motor court type hotel. That creates problems for us and everybody else.

Lori Levy, Senior Planner – We could remove certain categories that we have right now the motel, the motor court all of those and just add in a bed and breakfast, full service, limited service, those type hotels and then also put a lot of conditional standards that also prohibit the extended stay as far as how not allowing weekly rate to be charged and many other things making sure they meet minimum thresholds. Even limiting or saying no less than minimum 4 stories and many other standards that a lot of the extended stay type motels would not be able to meet and that kind of pulls it up more of a limited service and full service type hotel.

Councilmember Garber – Is there any need to limit the rent by the hour or less than a whole night? I would assume that's probably already in our ordinance.

Lori Levy, Senior Planner – Absolutely.

Bob Hart, City Manager – Any other uses? What about pay day lenders?

Councilmember Johnson – We already got them covered. We already fixed them.

Barbara Cabbage, Interim Planning and Development Director – One of the things about Corinth that most of us know is that we have limited commercial and industrial districts, areas. But one of the things that makes it even a little harder for development is that almost all of it is residential adjacency. When you look at your uses whether it's your hotel/motel, your gas stations, your car washes, some of these are allowed in C-1 and C2 and those districts actually back up to your residential neighborhoods.

When we're looking at the Automotive and most of the uses like that you want to be cognizant of what is behind it. Sometimes just looking at the zoning district doesn't really give us the full picture so looking at the entire area is important as well. For instance, our ordinance allows for a car wash, a full service car wash like Heritage is allowed in C-1, C-2, C-3, and MXC. But if look, C-1 backs up to, which we don't have much anymore, but it backs up to residential. And C-2, in several places, does the same. Then you look at the automated car washes and those can run 24-hours a day. Aside from looking at the use, you might allow the use, but then look at area that it's adjacent to, we have conditional development standards, we use them with cell towers like we just went through and several other uses so you might think about, that might be okay during the day but maybe we limit their hours of operation.

I know with the car rentals we talked about some of the places. Mr. Buford came in with a car rental place and he had asked us about that, which is not something that is on our permitted use chart. He was looking at Corinth Commons, where the Pizza Hut and Maria's Mexican Restaurant is. With that we see a lot of parking issues in areas like that. You might look at your conditional development standards and maybe limit the number of rental that they can have on their inventory.

Councilmember Johnson – Some of those things can also be regulated within C-1 or C-2 by the SUP process such as the car washes and things. That's one way to get a handle on them, that way the neighbors have the ability to come in and speak to whether or not they want that behind them. Because if it's a by right, they really don't have much choice. Unless, like you said, we do conditional zoning or we do a SUP and conditional zoning. That way it also keeps them from coming back with a PD for a car wash.

Councilmember Garber – Are there any other little pockets of commercial land that is not displayed up here like the Children's Lighthouse situation. When we're looking at the zoning maps that little piece of red in that neighborhood that really hit my eye as something we might need to address the zoning. Is there anything else like that I did not hear we need to be diligent in specifically address upfront?

Barbara Cabbage, Interim Planning and Development Director – I think there probably is. So PD-5 is what we know as the Taylor property and it's an older PD and it does have some elements of non-residential in there. A PD does kind of hind that. I've talked to Garrett, our GIS coordinator about this under the PDs put their base districts under there which when somebody looks at our zoning map then they're going to see whether or not it's residential or commercial. That's just something we have not yet gotten to.

Councilmember Glockel – Isn't there a PD-5 above Taylors, north of the Taylors?

Barbara Cabbage, Interim Planning and Development Director – So where Mr. Blount's property as well and a part of that was zoned in with Terrace Oaks and there's another ½ or 1 acre lot that stayed in the PD-5 and as we're coming in with the proposed development, with Mr. Haislip and Mr. Blount, we're looking at correcting all of that.

Councilmember Garber – This might be more of a question for Mack, non-profits, I know we've got the churches and we got the schools and other things, is there anything we can do to have a better opportunity to see what's coming our direction as far as turning major pieces of Corinth's developable property into a non-profit situation where we don't benefit from the tax revenue.

Mack Reinwand, City Attorney – That is a good question, I don't know. I would have to look into it. But I guess your concept is separating out somehow non-profits from other uses.

Councilmember Garber – I don't know

Mack Reinwand, City Attorney – I don't know if it's done typically. You would have to get a little bit creative, it would be unusual. Churches and schools we can do but if there's other non-profits you're thinking about.

Councilmember Johnson – Hospital districts, non-profit hospitals.

Mack Reinwand, City Attorney – The best way is to be individual about what those categories are land use and deal with them in that direction rather than just sectioning out non-profits. Treating them differently.

Councilmember Garber – Certainly yes, but maybe there's the most likely non-profits that would hit

Corinth and give future Councils the opportunity to have a vote on it.

Mack Reinwand, City Attorney – Yes, that’s certainly an idea. The way that would go it churches and schools, you have what you have with that, there’s some pre-emption on that. Hospitals are a big one and you could put them on the regulations as far as hospitals go too. We’ve had hospitals come through and that can get really nuance as far as what’s allowed. There’s different kinds of hospitals we know. For different purposes section that out a little bit as well. I think you could look at one of those big categories and try to regulate those or ideally put an SUP or something in place so you know that they’re coming through.

Councilmember Garber – I think if anything else communicating well to people that may be considering developing Corinth. I think what happened to THR over here may have been a bit unfortunate for them because they bought the property and didn’t see it coming. I think maybe if we can do something to help communicate to any future developers that this is going to have to come to a SUP and it could be a sticky issue with future Councils. I think that that would behoove us in our relationships with future developers.

Councilmember Johnson – With relationships to schools, do secondary education such as junior colleges, colleges have the same right to access that you’re public schools, primary, K-12?

Mack Reinwand, City Attorney – No, they are all treated a little differently.

Councilmember Johnson – More of a business, right?

Mack Reinwand, City Attorney – They are a different entity than those other independent school districts. It depends on which level, if you had a university’s state school that’s different from a junior college. They are separate entities and have different regulations that apply to each.

Barbara Cabbage, Interim Planning and Development Director – If I may answer your question Mr. Garber. There are some areas down at the future Lake Sharon, which is a part of Oakmont. It does have some commercial elements to it but that was the only one besides the Taylor property that I can think of.

Councilmember Garber – So we can split the corner?

Barbara Cabbage, Interim Planning and Development Director – I think the corner is actually townhomes. But I think further west part of it is in Denton and part of it is in Corinth.

Councilmember Burke – We had to do that boundary adjustment. I would think that those corners would be commercial to the extent that we have them.

Councilmember Garber – For those 2 that you mentioned can we have a discussion, at a future date, about those very specific ones?

Bob Hart, City Manager – Barb it saying that because she won’t be here for the future.

Councilmember Garber – Can we add specifically those that might be a little contentious in the short term? And then also, really concerned that Council would make decisions that would any way affect

somebody's property value negatively, especially if there's pending development. So if there's any chance of that it would be nice to know that too.

Councilmember Burke – I think she's saying some of that because of the townhomes, some of it is commercial.

Lori Levy, Senior Planner – One thing we could keep in mind too. We will be going through, after the strategic planning process, we'll eventually go into a comp plan amendment process. We'll certainly want to look at zoning at that time as well so if you didn't want to tackle the bigger pieces now, we could certainly do the most critical and the modifications that have more urgency and then knowing that we're going to go through the process we're going to have some more global changes anyway.

Councilmember Johnson – What else in C-3 can things like a pawn shop are they by right allowed in a C-3 area? Where else would they be allowed by right?

Barbara Cabbage, Interim Planning and Zoning Director – I don't even think we have pawn shop, which as Mack explained in our ordinance and our use chart. If it's not specifically called out, it's not allowed.

Helen-Eve Liebman, Planning and Zoning Director – Mack, it's not in there. It's another one of those uses.

Mack Reinwand, City Attorney – The states favor land uses, they have some pre-emption as well over city's regulations, pawn shops do. So you can't require a specific permit use permit, there has to be somewhere in the city like an SOB where they're allowed. You can't just prohibit pawn shops.

Councilmember Johnson – Can you prohibit the distance between them and other types of businesses that would be similar like title companies? Can we put them in that classification that we already have for special businesses such as Title Company, the money loan places and all that? We went in and fixed those not by regulating what they were or what they did but by zoning so that we stood a better chance. Can those be put there if they're providing the same services?

Mack Reinwand, City Attorney – Pawn shops are difficult to do. They have some very specific pre-emptions in them about cities, land use and how that works. The other certainly yes, you could probably prohibit most of those or put in any type of separation requirement you would want on them. The pawn shops can't be separated like that.

Councilmember Johnson – They have a pretty powerful lobby. That kind of explains that. Barb, this personal services thing that you mentioned talking about spas, nail shops, massage, Massage Envy how do they exist? Do they exist on an SUP or what?

Barbara Cabbage, Interim Planning and Zoning Director – They exist on part of it had to do with the business overlay district when they first came to us, part of it had to do with that fact that they're not just a massage parlor, they have other spa oriented uses associated with it.

Councilmember Burke – What is the business services definition?

Barbara Cabbage, Interim Planning and Zoning Director – Again, everything in the use chart that is in your packet. Everything that you look at is specific.

Councilmember Burke – Do we have a thing that says business services?

Barbara Cabbage, Interim Planning and Zoning Director – No we do not. That's why we would really like to put that in there because there is a lot of businesses that would be fine, they just don't fall under any of the other uses.

Helen-Eve Liebman, Planning and Zoning Director – So would it be like a mail center, Kinkos, print shops some of those type things?

Councilmember Johnson – We already have some of those.

Lori Levy, Senior Planner – The one that came up really more recently was the massage true massage type places.

Barbara Cabbage, Interim Planning and Zoning Director – It was a personal one, but the business one.

Councilmember Johnson – Are we talking about like business coop where you have a coop share situation or an individual come in and rent time and facilities to do a small business to create things and use computer time and buy the office space, rent office space and stuff like that. Is that what you're talking about?

Lori Levy, Senior Planner – It's kind of those uses that again that maybe bring in an office type nature and some other component that don't have a specific category listed in our use chart but maybe would be allowable but just don't know where to fit it so you have to be careful with it when you're creating that. That's kind of a catch all definition. You can kind of make sure it's not too broad so as to be a loophole to allow things you don't want, refining that definition. Making sure, in other words, no noise and odor and true real manufacturing or car collision type places, you have to really kind of tighten that definition up but again you want to allow just a little bit of flexibility. Even new businesses you have new businesses that evolve and you can't really keep up with them. I can't really think of anything off the top of my head, but there are new businesses being created all the time, the uses that we're never going to get ahead of the curve completely.

Barbara Cabbage, Interim Planning and Zoning Director – When we had the business overlay district, there were some good uses in there like the professional services and personal services and stuff like that didn't, for whatever reason, get brought over to the EDC. Like Lori said it's those new uses that are coming in that we don't specifically call out in here. The thing about them is that if somebody comes in with one of those uses and we aren't comfortable as staff saying yes that falls under that category then we're going to refer back to Council and get some clarification on that.

Mayor Heidemann – When we approved that storage, they just made that addition, wasn't there some incubator facilities that were established there with that?

Lori Levy, Senior Planner – Which storage?

Barbara Cabbage, Interim Planning and Zoning Director – North Texas Storage. The office warehouse.

Councilmember Glockel – They were going to cater to the small business so you have a store front and warehouse in the back. The incubator, Jason if you don't mind. Does the incubator typically require more parking?

Jason Alexander, Economic Development Director – No, not necessarily. It depends on where the business incubator is located. For example if it's closer to an urban core, most of your folks are going to walk so you don't need the same amount of parking that you would need in a suburban environment. But to a point of a business incubator essentially you have office space that folks can rent on a monthly basis even a conference room on an hourly basis to come in and conduct business. They are primarily for entrepreneurs.

Barbara Cabbage, Interim Planning and Zoning Director – Is it also where their secretarial service or accounting services built in to that?

Jason Alexander, Economic Development Director – Right.

Councilmember Burke – In Denton they're usually located next to vape shops. There's 2 or 3 in that downtown district.

Councilmember Johnson – Is there any way or any thought to limiting the amount of leasable office space on a particular track so we don't end up with tracks that have 60,000 or 70,000 of office space that 60,000 of it sits empty? With the exception of the one mail place on it and that's it. Those create huge eyesores. Lewisville is full of them. Is there any way we can limit the density of those?

Lori Levy, Senior Planner – That's a good point. Right now we really just have one office category. I guess you could create different office categories, that would be based on square footage where it's more appropriate to have a smaller office rather than a larger office campus, corporate type. We could certainly split out some office districts I would think.

Helen-Eve Liebman, Planning and Development Director – Councilmen, we can look at it that way and we can also look at it as office showroom warehouse where you have a minimum or a maximum amount of the office area where you're trying to promote more of the storage and warehousing so that you can move product. Is that what you were thinking?

Councilmember Johnson – No, I'm looking more to prevent that 1.5 acre lot that's got 80,000 square feet of divided up office space of which 75,000 square feet sits vacant. It's not leasable or for some other reason it's hard to lease. Prevent that from happening maybe by adjusting the density. In C-1 you can only have x number of square feet, 1000 square feet, of office space continuous.

Lori Levy, Senior Planner – Maybe office 1, office 2, office 3 with office 1 being the smaller one.

Councilmember Johnson – I was wondering if there's a way to do that because that seems to become

discouraged that you got all this empty office space laying around that nobody wants. If you're careful about how you adjust the density maybe we don't have that situation where it occurs. Dr. McAllister, for example, he's got 3200 square feet out front that he can't give away, but yet he's got it. He's got space on the side too, again, he can't give it away. It's just sitting there vacant. You can see it from 2181, office space for rent, it's been office space for rent since he's opened that office and nobody's moved in.

Lori Levy, Senior Planner – Maybe adjust the parking regulations. Make it to where you have to have more parking.

Councilmember Glockel – I think it would be difficult to regulate somebody's investment. If I wanted to have the 80,000 square feet and it was my dollar and it fit the zoning, and it didn't work out, that's one thing. What if we regulated it down and I want to rent 75,000 square feet, how do we regulate this investment relationship?

Councilmember Johnson – There would be a place in town for him. It just depends on whether it would be C-1 or C-2 and the divisions within C-1 or C-2. Like for example, our little spot where the day care is being passed, did it have the ability to have office there? The strip center, would it have the ability to have office there? What if you had 30,000 square feet of empty office space sitting right in the boat line? It would not be a happy time. But if they took that 30,000 square feet and built it elsewhere it works okay.

Councilmember Garber – With new eyes coming on and we're 4 days into this, but Corinth is very focused on economic development, the right kind at the right time. Is there anything that we see in these permitted uses that's a glaring you're never going to get restaurants or retail in here because as a developer I read this and I think this is going to be a pain?

Helen-Eve Liebman, Planning and Development Director – I haven't identified that yet. But certainly by the time I come back with you for some of these uses I'll certainly let you know which ones are red flags that might be an obstacle. You want to be open right?

Councilmember Garber – Yes, we want to be open and we want to make sure that something doesn't pop in here unexpected but I would imagine that most developers are probably on the City's website looking at the same information that we're talking about here and they may make a judgement about Corinth just based on this information that we don't see because it's not our intent.

Helen-Eve Liebman, Planning and Development Director – Ok, that's a good assignment.

Mayor Heidemann – Ok, you got what you need to go forward now?

Helen-Eve Liebman, Planning and Development Director – Yes sir.

6. Hold a discussion regarding the Fire Contract.

Council took a 5 minute break.

Bob Hart, City Manager – I'm going to talk a little bit about the timeline, where we are on our fire

operations, methodology of the past contracts in terms of percentages, look at some of the budget issues, and again I want to keep this pretty global because we're still refining numbers.

The key dates and all this will look fairly familiar to you, we've opened up firehouse #3, in April we made the application for the safer grant. I'm expecting that we'll hear back on that safer award whether we're going to be successful or not in the August/September time frame. Looking at about October 1 of acceptance and implementation. Then we're going to need to figure out when we make our station 3 operational.

Looking out a little bit ahead we're looking obviously for some written intent to continue the agreement from the other cities. We need to get the agreement in place by January 2019 and the current contract would expire September 30, 2021. Those are the timeframes that we're looking at.

Councilmember Glockel - I feel a little uncomfortable with that January 2019 for a written intent to continue that agreement if we're going to have to commit back here somewhere.

Bob Hart, City Manager – In a practical sense yes. I understand because we're really going to have some comfort level before you come here. That's the urgency. Our urgency is a little different than their urgency.

Councilmember Glockel – For the ones that may or may not know that most everybody's been through this kind of conversation before. If we take on the safer grant then we're under contract that we have to keep these people so say if Hickory Creek, Shady Shores and Lake Dallas pull off, if we hire these 18 people, whatever the number is, when we hire them, they're ours. Including the other people we have, we can't terminate the other people just to get down to the number we want to get to so we keep them for three years?

Bob Hart, City Manager – Three years.

Curtis Birt, Fire Chief – If you did hire them October of 2018, we get up to 2021, when we hit our 3 year mark and we don't keep the contract or whatever, at that point we're not under contract with the feds to keep them.

Bob Hart, City Manager – Went over the current service agreement

Mayor Heidemann – When is their final date for giving us notices? Is that 2019, 2020?

Bob Hart, City Manager – January 2020. Mr. Hart presented the current Fire Operations.

Current Fire Operations

Personnel			
2 Fire Stations	39 Firefighters	5 Chiefs and Administrative	10 Minimum Firefighters on duty daily
Staffing Assignments			
<ul style="list-style-type: none"> ▪ Command/supervision provided by on-call HQ staff ▪ 18 Firefighters at Station No. 1 ▪ 21 Firefighters at Station No. 2 			
Equipment			
<u>Fire House No. 1</u> Engine, Medic	<u>Fire House #2</u> Quint, Medic, Reserve Engine/Medic, Rescue Truck, Brush Trucks, Fleet Truck, ATV		

This is where we are now, 2 firehouses, 39 firefighters and you can see where they're allocated right now, 18 firefighters are at station #1 and 21 here at station #2. This is the equipment, that's just kind of a reminder about where we are.

Future Fire Operations

Personnel			
3 Fire Stations	39+6 new Firefighters	5 Chiefs and Administrative	12 Minimum Firefighters on duty daily
Staffing Assignments			
<ul style="list-style-type: none"> ▪ Command/supervision provided by on-call HQ staff ▪ 18 Firefighters at Station No. 1 ▪ 12 Firefighters at Station No. 2 ▪ 15 Firefighters at Station No. 3 			
Equipment			
<u>Fire House No. 1</u> Engine, Medic	<u>Fire House #2</u> Squad (to be purchased), Medic, Reserve Engine/Medic, Brush Trucks, Fleet Truck, ATV	<u>Fire House #3</u> Quint, Rescue Truck	

When we go to operations, this would be what we tend to look at. This is assuming we pick up 6 new

firefighters through the safer grant. We bump our minimum firefighters from 10-12, then we'd have 18 firefighters at station #1, we would move 15 firefighters from station #2 that are tied to the quint operation move them over to station #3, that leaves 6 firefighters at station #2 for the medic and then the safer funded personnel then would go in here at station #2. The quint goes over here to station #3 then we pick up a squad or a tack unit that we would put out at station #2 and that's the piece of equipment that would need to be bought.

Councilmember Johnson – That still maintains 4 on the engine, 5 on the quint, and 2 in the box.

Curtis Birt, Fire Chief - That's assigned staffing, it's not minimum staffing.

Councilmember Garber – When you say future operations, what's the date?

Bob Hart, City Manager – This would be around October 1, sometime in the late fall of this year.

Councilmember Glockel – Let me ask you about station #3. Is the rescue truck, it that the big thing?

Curtis Birt, Fire Chief – Yes.

Bob Hart, City Manager – Went over the service agreement allocation using the same methodology used in the 2008, 2012 and 2016. I'm going to meet with them on Tuesday and I would like to know if you're ok with this kind of an approach then that's what I'll do.

Councilmember Garber – There's been years and years and years' worth of effort put into this and we would like to see this be successful for Corinth as well as the other cities.

ADJOURN:

Mayor Heidemann adjourned the meeting at 9:00 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____, 2018.

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: May 17, 2018 Regular Session

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on minutes from the May 17, 2018 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the May 17, 2018 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 17, 2018 Regular Session minutes.

Attachments

Minutes

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

On this the 17th day of May 2018 the City Council of the City of Corinth, Texas met in a Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Members Absent:

None

Staff Members Present:

Bob Hart, City Manager
Curtis Birt, Lake Cities Fire Chief
Lee Ann Bunselmeyer, Director of Finance, Communications & Strategic Services
Cody Collier, Public Works Director
Jason Alexander, Economic Development Director
Kim Pence, City Secretary
Shea Rodgers, Technology Services Manager
Mack Reinwand, Messer, Rockefeller, & Fort

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

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

Mayor Heidemann called the meeting to order at 7:00 p.m., Pastor Ben De Boef delivered the invocation and led in the Pledge of Allegiance and the Texas Pledge.

PROCLAMATION:

Mayor Heidemann read the Proclamation and proclaimed May 2018 Children's Mental Health Awareness Day

PROCLAMATION:

Mayor Heidemann read the Proclamation and proclaimed May 18, 2018 as " Put on Purple Day"

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 renewing the inter-local agreement with the City of Denton to provide server hosting for City of Corinth services and applications.

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

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

MOTION CARRIED

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.

Joe Bednar, 2501 Post Oak - accidents are happening in front of my property. I have requested that the City widen Post Oak to four lanes all the way through my property. I have had problems with people hitting my mailbox and knocking it down. I would like to know if there is an agenda item to get Post Oak widen.

Councilmember Burke - we do not have the expansion of Post Oak on the agenda that I am aware of. That is certainly part of our long-term strategic plan. As far as the sidewalks that would probably be tied together with the other projects. The expansion, the timing and expense of that is something we will have to debate in the future.

BUSINESS AGENDA:

2. Consider and act on nominations, appointments, resignations and removal of members from Corinth Economic Development Corporation.

Bob Hart, City Manager - Councilmember Johnson's term is expiring as a member to the Economic Development Corporation. There are two applicants that has shown interests. The Council did interview both of them several months ago.

Councilmember Johnson - would like to nominate Bradley Hinson to the Economic Development Corporation. Seconded by Councilmember Garber.

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 Johnson - Chief Birt and his troops got the first Fire Academy Class educated and graduated on

Friday, May 11th up at North Central Texas College (NCTC) in Gainesville. My step daughter was one of them that graduated. It is programs like this that makes the community like ours great.

Mayor Heidemann recessed the meeting at 7:20 p.m. * See Closed Session.

CLOSED SESSION:

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

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

Council met in Closed Session from 7:20 p.m. until 7:35 p.m.

a. MCM Contract for the Lake Sharon Roadway extension.

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

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

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

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

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

Mayor Heidemann reconvened the Regular Session at 7:36 p.m.

There was no action taken from Closed Session.

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:36 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____, 2018.

Kimberly Pence, City Secretary

CONSENT ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: May 31, 2018 Workshop Session

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on minutes from the May 31, 2018 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the May 31, 2018 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 31, 2018 Workshop Session minutes.

Attachments

Minutes

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

On this the 31st day of May 2018 the City Council of the City of Corinth, Texas met in a Workshop Session at the Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Members Absent:

Tina Henderson, Council Member

Staff Members Present:

Bob Hart, City Manager
Helen-Eve Liebman, Director, Planning and Development
Lori Levy, Senior Planner
Jason Alexander, Director, Economic Development Corporation
Kim Pence, City Secretary

WORKSHOP BUSINESS AGENDA:

1. Strategic Plan wrap-up discussion.

Shai Roos, Group Manager, Stantec - The City of Corinth is preparing its Strategic Plan for 2030. Stantec facilitated a two-day stakeholder workshop to identify hopes, concerns, and future trends that will affect Corinth's future. The 40 plus attendees also created scenarios to envision how Corinth might grow over the next decade at this workshop. They further identified common themes (goals) and a vision statement for Corinth's future. The results from this stakeholder workshop were then vetted through a month long online citywide survey. There were 246 people that took the online survey.

Shai Roos presented the findings from previous public engagement activities - stakeholder workshops, online survey, and development focus group to the City Council.

Summary of the two-day stakeholder workshop and online survey results:

Vision Statement: A growing community that is conveniently located, delivers outstanding services, engages its citizenry, and has a good mix of high quality retail, restaurant and entertainment.

Top Goal or Common Theme as ranked by the Citizens: Good retail, sit-down restaurants, events, and entertainment in the City.

Top Trend that citizens believe the City must address/do better at in the next 5 years: Trust in Government (Defined as the citizens believe their elected officials and City Hall make decisions in their citizens' collective best interests).

Top concern for Corinth's future that citizens believe the city must address/do better: lack of a sustainable, forward thinking plan for the city's growth and investment in development and infrastructure projects.

Top hope for Corinth's future (ranked from the highest to lowest importance) were as follows: Attract unique places to shop, eat and play in Corinth.

Summary of development focus group identified barriers and solutions

Good retail, sit-down restaurants, events, and entertainment in the City

Top barriers in achieving this goal:

- Lack of quality development/growth
- Lack of a draw for younger population and entrepreneurs to locate in Corinth

Possible Solutions:

- Create a cohesive economic development/investment strategy
- Allow high density residential (apartments, townhomes)
- Invest City monies in development projects through economic development funding, special districts, city's budget, CIP projects etc.
- Invest in creating a Brand (identity) for the City and in branding and marketing activities

New Revenue Streams/ additional tax base

Top barriers in achieving this goal:

- Lack of a sustainable, forward thinking plan for the city's growth and investment in development and infrastructure projects
- Decision makers not adapting or responding to future trends in real estate markets and commercial uses

Possible Solutions:

- Invest in future land use plans and changing development regulations to bring in more tax dollars
- Invest in creating special financing districts – TIRZ, PID, MMD etc. and use their bonding capacity to invest in those areas
- Invest City monies in development projects through economic development funding, city's budget, CIP projects etc.

Infrastructure overhaul/investment – transportation and broadband

Top barriers in achieving this goal:

- Lack of a sustainable, forward thinking plan for the city's growth and investment in development and infrastructure projects

Possible Solutions:

- Invest in analyzing the existing and future infrastructure needs based on a future land use and economic development plan
- Invest special financing district (TIRZ, PID, MMD etc.) monies and their bonding capacity to invest in infrastructure per future plans
- Invest City monies through economic development funding, city's budget, CIP projects etc. per future plans

Citizen engagement and proactive government

Top barriers in achieving this goal:

- Lack of a consensus on the goal and reasons for citizen engagement

Possible Solutions:

- Connect with citizens through family oriented public events such as Pumpkin Palooza
- Develop a communication plan that centers around Council members, EDC members, and City Management connecting with residents through events like "coffee with the Mayor" and family-oriented community events such as July 4th celebration
- Invest in creating a neighborhood academy to connect closely with residents and HOAs

Regional cooperation (especially the Lake Cities)

Top barriers in achieving this goal:

- Lack of a consensus on goals the City would like to achieve through regional cooperation (Lack of a sustainable, forward thinking plan for the city's growth and investment in development and infrastructure projects)

Possible Solutions:

- Invest in future land use plan/comprehensive plan to address and prioritize infrastructure policy needs and solutions that would require regional cooperation.

Big City Center (with a central green, open "gathering" space)

Top barriers in achieving this goal:

- Lack of quality development/growth, Lack of a future land use plan, and lack of a financing/economic development strategy to pay for this

Possible Solutions:

- Invest in future land use plan.
- Develop a transparent economic development policy and an economic incentive package for developments that include a big city center

Trends that people wanted to address or do better in the City were trust in Government, Infrastructure overhaul, digital citizens, citizen engagement, physical uncertainty and city to city collaborations.

Councilmember Johnson - high density residential has always been a struggle. The more high density residential you have eventually high density residential becomes a problem down the road. Ask the City of Dallas. If you don't maintain, regulate and make sure the codes are enforced, high density residential becomes a very expensive problem to maintain.

Shai Roos, Group Manager, Stantec - is it a struggle because of what's people perception of high density

residential or the types you have been allowing?

Councilmember Johnson - they have one picture of high density residential and of course it is not what is being built at least in one situation with the apartments by Albertsons which is very different of what you see in other high density residential.

Councilmember Garber - what about Town Homes mixed residential retail? There has to be a lot more types of high density residential.

Shai Roos, Group Manager, Stantec - yes, there are a lot of types of high density. If you talk to a developer right now, they will want it closer to Interstate 35E or in your Mixed -Use area near a transit center. The land is going to require a mix of those. They will want a mix of townhouses and condo's on top of your retail because the kind of retail they need to bring in will require that number of housing units. Today we are just discussing what issues and barriers that are there. When you do the study you can define the scope and find out what goes with what kind of housing requirements and then make that decision on whether to change your codes or not.

Councilmember Glockel - I think we need high density but not just strictly apartments.

Shai Roos, Group Manager, Stantec - if you do allow high density, you right up an incentive package that you will give them then put in design guidelines and say this is the basic and if they want anything more then give us even higher quality.

You want to hit the right balance to do it. One of the ways to do that is make sure that you get your study reviewed by two or three developers or Urban Land Institute (ULI), their developers will do it for you and get their comments before you adopt it. Then you can decide to change your development regulations but do not do it before that.

Councilmember Burke - as far as transportation, what are some things we can do?

Brian Guenzel, Echowood Advising - what we heard was some of the streets for the developments are not connected. Also a few streets that needed to be widened from two lane to four lane.

Councilmember Burke - my concern is we are doing the same things again. We have changed the code and changed the code again. We do a study and do another study and then what do you do with that information that we are not doing?

Shai Roos, Group Manager, Stantec - I have seen cities do this and you are reacting, you are not being proactive you are being reactive so you change the Unified Development Code (UDC) because someone came in and said this was a problem for this development lets change the code. Like I said do not change that code until you do a market study and see who is it that you are trying to attract.

Councilmember Burke - we have been trying to do this since I was on the Economic Development Corporation and I am frustrated that we don't know that yet. How do we not know this?

Shai Roos, Group Manager, Stantec - I think that your frustration is valid. It all depends on the sequence that you have done it in and the reason you are doing it in and because it takes so long for any of this to actually work. If you do decide to do this kind of planning and commit to it, it will be probably 10 years before you see it. However, if you don't do this now you will never going to see it.

Councilmember Garber - the Gap Analysis study is somewhere between \$5,000 and \$10,000. Do you have a name of somebody we can contact?

Shai Roos, Group Manager, Stantec - He is Daniel Oney with Axianomics. He is the one that did this type of study for the City of Dallas.

Councilmember Burke - the only places I see that is successful are like Grapevine or Denton because they have an historical area and they have built around that and they have restaurant and retail that is fairly stable around there. Big pieces of land, the only one that is really close to us is Razor Ranch and that was a disaster for years. That is a size that we can't accommodate period. We don't have that area of vacant land in our City.

Brian Guenzel, Echowood Advising - that might be a different part of the scope....

Shai Roos, Group Manager, Stantec - so basically the trend that has changed with restaurant is the cities that keep on going after the traditional pad site type restaurants, these days that is not the trend.

Councilmember Johnson - we had that very issue. We see that, pad sites may not work.

Shai Roos, Group Manager, Stantec - it is not the trend. Even Flower Mound with all their housing is beginning to see it is harder to keep those pad site restaurants working then having it a part of a big development or something like down town Denton where there is historic value there and that works because they have a University and a hospital.

Brian Guenzel, Echowood Advising - it takes like a Nebraska Furniture Mart or an IKEA. Some regional big box basically.

Councilmember Glockel - like it or not the stigmatism is still with us for the bridge. Growth didn't come across that lake forever and now that we have a new bridge people are thinking more about it. We talked about FM 2499 and 2181 and I agree that is going to be the busiest intersection in Denton County someday. You have the biggest piece of property out there that we have tied up by HEB that says we are not going to do anything for years so there is not much we can do with it. Interstate 35E is tied up by three major property owners. Then you have the CoServ if we build, Lake Sharon gets tied across from FM 2181 across Interstate 35E and that will open up that CoServ property and they are ready to do something but it is going to be at least two years before that property has access. I think we are missing the thrust of the growth right now is in the center of our town. The Haslips on the corner and you go south of there and you have Terrace Oaks, they want to do a second phase. Then you have another developer that is trying to put together four or five pieces of property there and you have 60 acres of the Taylor property and across the road from there you have John Baum who has been here since the 70's and he wants to build some type of mixed-use.

There is a lot things happening in the center of town that we are almost ignoring. The people on Interstate 35E that will not work with these developers I would love to say let's keep trying but I wouldn't waste a lot of our resources there and work with the people that want to do something and see what we can do for them.

Shai Roos, Group Manager, Stantec - one of the ways for you to find out what people are planning as far as what would work for you is to do a comprehensive plan or a proposed future land use plan so you will know. Instead of each property owner coming to you and proposing what they want to do, if you already have a vision for what goes in the center of the town so that the two do not compete with each other whenever that develops you will be ready. This could be your planning phase or preparing phase because it is all in the hands of private property owners.

The summary of all of these solutions is for Council to make the difficult decision that you will have to spend the money to make the money in the end.

You can basically say "this is where we want a City Center and this is what we want it to look like and this is the type of incentive package we will give you if you build us this". If you look at small area plans or comprehensive

planning and you could go a step ahead and zone the whole area to make it simple and easy.

Brian Guenzel, Echowood Advising - you probably want to have the branding marketing strategy already in place cause you also may want to do those VIP Tours to show them around and sell them on the idea as to why this is a great location and serves their needs and our needs. You are essentially marketing and getting the word out by doing that exercise.

Shai Roos, Group Manager, Stantec - there is another thing you can do called tactical Urbanism and what that is, is people set it up to look like how the City Center would be if it was all built up. So if you were going to do a big event with the developers to bring them in and show them you would have that set up to say this is what the street would look like. It does cost a lot of money but if you want to bring in developers and tour around the area you can do Tactical Urbanism and let people experience it and it could be an event for your city and residents.

Councilmember Garber - prior to seeing what the budget is going to bring and what we have... It could be \$50,000, it could be \$100,000. I will tell you that I am a little gun shy because I was also a part of the Economic Development Group that hired Buxton and another group and spent thousands of dollars and nothing happened. I will probably feel comfortable spending more if we knew that this was actually going to work. I don't know how much this cost but I would say at least \$10,000 to start out with.

Shai Roos, Group Manager, Stantec - we can talk to Stantec Economic Development people and have them put a scope in place and give you a sample scope so you will have something to start from.

Mayor Heidemann - what is the time-line in completing this next segment?

Shai Roos, Group Manager, Stantec - if I could have until the beginning of July that would be great.

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:47 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____, 2018.

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: June 7, 2018 Workshop Session

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on minutes from the June 7, 2018 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the June 7, 2018 Workshop Session. The minutes are in draft form and not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the June 7, 2018 Workshop Session minutes.

Attachments

Minutes

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

On this the 7th day of June 2018 the City Council of the City of Corinth, Texas met in a Workshop Session at 5:30 pm at the Corinth City Hall, 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
Scott Garber
Don Glockel
Lowell Johnson
Sam Burke, Mayor Pro-Tem
Tina Henderson

Members Absent:

None

Staff Members Present:

Helen-Eve, Liebman, Acting City Manager
Kimberly Pence, City Secretary
Jason Alexander, Economic Development Director
Shea Rodgers, Technology Services Manager
Cody Collier, Public Works Director
Mack Reinwand, City Attorney

Ethics Committee Members Present:

Tom Winterburn, Member

CALL TO ORDER FOR WORKSHOP:

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

- 1. 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.**

CONSENT ITEM #6 Discussion:

6. Consider approval for repairs to Corinth Lift Station 3A to be performed by Insituform technologies, LLC.

Councilmember Burke - are we trying to recoup this from the original contract that caused the damage?

Mack Reinwand, City Attorney - TML is paying out the claim. It looks like they are going to pay the whole thing. They have given us initially an amount that was not going to cover the whole claim but they told us they will pay the whole amount once we have a formal bid and contract they will pay the rest.

Councilmember Burke - ok, thank you.

PUBLIC HEARING & item 7a Discussion:

Mayor Heidemann recused himself from any discussion on the Public Hearing and Item #7a.

7. TO HEAR PUBLIC OPINION ON THE RENEWAL OF AN AREA DESIGNATED AS THE CITY OF CORINTH TAX ABATEMENT REINVESTMENT ZONE NUMBER 14-1 PURSUANT TO AND IN ACCORDANCE WITH TEXAS TAX CODE SECTIONS 312.201 THROUGH 312.209, AS AMENDED.

7a. Consider and act on Ordinance renewing the City of Corinth Reinvestment Zone No. 14-1; providing for effective and expiration dates of said zone; repealing conflicting ordinances and resolutions; and providing an effective date.

Councilmember Glockel - the expiration date of April 2019 is not the same expiration date as our tax abatement agreement. Are we going to make them both April 3, 2019 and start for 5 years?

Jason Alexander, Economic Development Director - yes, so the renewal date will be April 3, 2019 and it will go until April 3, 2024. The agreement actually expires April 2024.

Councilmember Glockel - so it is just a matter of clearing up dates? Nothing else is changing, just changing the dates and renewing it in 5 years?

Jason Alexander, Economic Development Director - correct.

BUSINESS Item #8 Discussion:

8. Consider and act on a Resolution adopting the Water Conservation Incentive Program providing incentives for reduced lawn irrigation and landscape consumption.

Cody Collier, Public Works Director - out of the Cities I contacted that has had this program in place for up to 10 years the research has shown an average use of 2% of utility customers applying for rebate incentives. 2% of Corinth utility customers is 145 accounts. With the average irrigation customer utilizing 25,000 gallons per month, a 20% decrease would equate to 5,000 gallons per month per customer.

A 5,000 gallon per month reduction over 145 accounts will reduce water consumption in Corinth by an estimated 725,000 gallons per month, during months which irrigation is used. This ratio equates to a daily decrease of .3% to Corinth's 7.5 million gallon per day subscription with the Upper Trinity Regional Water District. There will be no negative consequences or impact on the capability to fund our water service.

The disappointing news was there is not a lot of participation but it is a good program.

Corinth City Council approved \$20,000 for the 2017- 2018 budget for the water Conservation Incentive Program. The funds to begin the program are currently available. The goal, is to implement the program before the summer months to help our property owners make improvements to their irrigation systems which leads to benefits for everyone.

Councilmember Burke - these kind of systems need to be part of our code departments.

Helen-Eve, Liebman, Planning and Development Director - through the building permit process?

Councilmember Burke - correct.

Cody Collier, Public Works Director - there is a lot of changes that are mandatory that the State and TECQ has put in.

Councilmember Garber - can we require as part of our codes smart water sprinklers and those types of things?

Helen-Eve Liebman, Planning and Development Director - we probably can and a lot of them would be package along with COG recommendations for any of the building codes and local amendments. I made a note of items we can require.

Councilmember Garber - they are not expensive and it wouldn't seem that would be burdensome to a new home builder but certainly could save the city a lot. The other cities you looked at that were doing this water conservation, were their water rates as high as they are here in Corinth?

Cody Collier, Public Works Director - I didn't look at the cost of their water rates. I was just looking at the volumetric usage.

Councilmember Garber - from a homeowners perspective it is difficult to justify the cost of a \$200.00 sprinkler system upgrade when your water bill is \$20.00 a month. Here in Corinth, it is not unheard of to see a \$300.00 a month water bill. I just feel like there would be more demand here in Corinth.

Councilmember Glockel - in regards to our smart meters, when are we going to see some benefits from them?

Cody Collier Public Works Director - I just had a meeting with them and they had a series of delays for manufacturing reasons. They are shipping them out to us in large volume now. We are looking to be 100% complete and live at the end of this year. I am shooting for October but it may be in the November time-frame. We are pushing them really hard.

Councilmember Glockel- so are you going to have to go back and change out the meters?

Cody Collier, Public Works Director - yes, they are doing it at their cost. They are changing them all out and I think we have about 250 left to go back and replace. Not only are they replacing the product at their cost they are also utilizing their staff so my staff does not have to go back and duplicate work.

2. Discuss and review the proposed Code of Ethics Ordinance.

Kim Pence, City Secretary - The Ethics Commission has had several meetings since January along with the UTA graduate Capstone students to assist in updating the existing Code of Ethics Ordinance. Our current Ordinance has not been updated since 2005.

The Ethics Commission along with the students established procedures, recommended areas for improvement and incorporated a training/education component. They also looked at an independent ethic and compliance hotline. A company that was discussed was Red Flag Reporting. The program promotes safe and ethical behavior in the workplace through on-going communications, telephone hotline and web portal that allows individuals to speak up anonymously when unsafe or unethical activity is noted.

There is also a complaint form that will be used for the complainant to fill out. Some of the changes that were made in the Ordinance were Administrative procedures, acceptance of gifts, reporting procedures and also added a reference in the Ordinance pertaining to the Travel and Training policy that we have in place.

The students researched municipal ethics policies throughout the state of Texas. The City of Denton has been in the process of revising their Code as well and it was determined their template would be best to use to serve as Corinth's.

Tom Winterburn serves and the City's Representative on the Denton County Transportation Authority and also is a member of the Ethics Commission and is available to answer any questions along with myself.

Mayor Heidemann - the anonymous program will be incorporated into our website just like the other programs we have? If we have a complaint it will go before the Ethics Commission and it will be discussed there?

Kim Pence, City Secretary - yes, it will be on our website. Individuals can also file a sworn complaint with the Corinth Ethics Commission. The form can be submitted by mail, in person or by fax.

Council Glockel - where are the reasonable time limits in the new policy?

Mack Reinwand, City Attorney - under Section 3-118 there are timelines. It is a quick process and there are some strict timelines in there.

Councilmember Johnson - if you are taking an anonymous call how are you going to file a complaint? How do you handle a complaint that is based on an anonymous call?

Mack Reinwand - if someone calls in and it is going to turn into an official complaint they would have to file. You will not be able to take something forward on an anonymous complaint without some complainant information.

Councilmember Johnson - so if something is determined valid by either the Ethics Commission or somebody how are they are going to be able to track back to that point with no information?

Mack Reinwand - that is something that will need to be discussed is how does the phone system translate into an actual actionable complaint?

Kim Pence, City Secretary - the Ethics Commission will meet with the company again to get more information.

Councilmember Johnson - that would be a question to ask them is how they will be tracking those. Also in the travel policy where does the \$64.00 per day per-diem come from? It didn't come from GSA.

Kim Pence, City Secretary - I am not sure how they arrived to that. I can get that information and get back to you.

Councilmember Glockel - is the per diem set up according to towns?

Councilmember Johnson - that is how the old GSA rates were that the City used to use. Now it is just a flat \$64.00 a day.

Councilmember Glockel - a gratuity on \$64.00 is just \$5.00?

Councilmember Johnson - it should be a lot more than just \$5.00.

Mack Reinwand, City Attorney - part of the reason the travel policy is in here is to see if there is any questions whether the policy pertains to Council. Typically the employment policy does not come to you as a Council unless you decide it does so as part of the discussion tonight is do you want to be subject to follow the same policy the employees follow?

Councilmember Glockel - a lot of it has to do with just interpretation in my opinion. I personally do not have any problem following the same guidelines for reimbursement for meals as any staff would have.

Councilmember Glockel - I am concerned regarding conferences. It appears to me when I go to a convention and your organization takes the Council out for dinner that seems to me that it is a violation of this policy.

Mack Reinwand, City Attorney - under the definition of "Gift" there is an exception for "meals, lodging, transportation and related travel expenses paid for (or reimbursed by) the City in connection with the City official's attendance at a conference, seminar or similar event. Meals, lodging transportation or entertainment furnished in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such public events"

Mack Reinwand, City Attorney - that comes from state law for the meals and transportation and it does allow for that type of meal and entertainment paid for by a client.

Councilmember Johnson - is this pretty much the same policy that Denton is using?

Kim Pence, City Secretary - yes. The students looked throughout Texas but the template we focused on was with the City of Denton.

Councilmember Burke - is this Ordinance fairly similar to what you see?

Mack Reinwand, City Attorney - yes, the big question sometimes is who the initial screener of the complaint is and that is where Cities vary. Some Cities send it to a board, auditor, or their attorney.

Councilmember Burke - what seems to work best?

Mack Reinwand, City Attorney - it would be hard to say. Our office does it for a number of Cities where we are the initial screener. I have seen where a small committee of the actual board does the initial screening and that way you can remove that appearance of the attorney handling it to put it back into the board hands.

Mayor Heidemann - so if I understand correctly, the Council would like Kim to go back and follow up on some questions that were asked then bring it back on June 21st for additional discussion and possible consideration.

Councilmember Johnson - stated he would not be present on June 21st.

Mayor Heidemann recessed into Closed Session at 5:55 p.m. See Closed Session.

CLOSED SESSION

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

Section 551.071. Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; (2) and/or 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 5:58 p.m. until 6:09 p.m.

a. MCM Contract for the Lake Sharon Roadway Extension.

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

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

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

There was no action taken from Closed Session.

ADJOURN:

Mayor Heidemann adjourned the meeting at 6:16 pm.

Approved by Council on the ____ day of _____, 2018

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: June 7, 2018 Regular Session

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on minutes from the June 7, 2018 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the June 7, 2018 Regular Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the June 7, 2018 Regular Session minutes.

Attachments

Minutes

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

On this the 7th day of June 2018 the City Council of the City of Corinth, Texas met in Regular Session at 7:00 pm at the Corinth City Hall, 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
Scott Garber
Don Glockel
Lowell Johnson
Sam Burke, Mayor Pro-Tem
Tina Henderson

Members Absent:

None

Staff Members Present:

Helen-Eve, Liebman, Acting City Manager
Kimberly Pence, City Secretary
Jason Alexander, Economic Development Director
Cody Collier, Public Works Director
Shea Rodgers, Technology Services Manager
Mack Reinwand, City Attorney

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

Mayor Heidemann called the meeting to order at 7:00 p.m., Councilmember Garber delivered the invocation and led in the Pledge of Allegiance.

PROCLAMATION:

Mayor Heidemann proclaimed the Month of June 12, 2018 as Women Veterans Day in 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 19, 2018 Workshop Session.
2. Consider and act on minutes from the April 19, 2018 Regular Session.
3. Considered an act on minutes from the May 3, 2018 Workshop Session.
4. Consider and act on minutes from the May 3, 2018 Regular Session.
4. Consider and act on minutes from the May 3, 2018 Regular Session.

5. Consider and act on minutes from the May 15, 2018 Special Session.
6. Consider approval for repairs to Corinth Lift Station 3A to be performed by Insituform technologies, LLC

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

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

MOTION CARRIED

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.

No Citizens Comments made.

Mayor Heidemann recused himself from any discussion on the Public Hearing and business item 7a.

PUBLIC HEARING

7. TO HEAR PUBLIC OPINION ON THE RENEWAL OF AN AREA DESIGNATED AS THE CITY OF CORINTH TAX ABATEMENT REINVESTMENT ZONE NUMBER 14-1 PURSUANT TO AND IN ACCORDANCE WITH TEXAS TAX CODE SECTIONS 312.201 THROUGH 312.209, AS AMENDED.

Mayor Pro-Tem Burke opened the Public Hearing at 7:10 p.m. No one spoke during the Public Hearing. Mayor Pro-Tem Burke closed the Public Hearing at 7:11 p.m.

- 7a. Consider and act on Ordinance renewing the City of Corinth Reinvestment Zone No. 14-1; providing for effective and expiration dates of said zone; repealing conflicting ordinances and resolutions; and providing an effective date.

MOTION made by Councilmember Garber to approve the Ordinance renewing the City of Corinth Reinvestment Zone No. 14-1; providing for effective and expiration dates of said zone; repealing conflicting ordinances and resolutions; and providing an effective date. Seconded by Councilmember Glockel.

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

MOTION CARRIED

BUSINESS AGENDA

8. Consider and act on a Resolution adopting the Water Conservation Incentive Program providing incentives for reduced lawn irrigation and landscape consumption.

Helen-Eve Liebman, Planning and Development Director - we covered everything in the workshop session but if Council has any other questions Mr. Collier is here to answer them.

MOTION made by Councilmember Johnson to approve the Resolution adopting the Water Conservation Incentive Program as presented by City Staff. 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 Henderson - would like to see on a future agenda under Closed Session properties Economic Development is targeting.

Councilmember Glockel - would like to thank everyone who participating in the Lake Cities Education Foundation Golf Tournament on Monday June 4th. It was very successful.

Mayor Heidemann - This is Mack Reinwand, our City Attorney last day with the City of Corinth., Thank you for all you have done in last several years. We wish you the best in your new endeavor.

There was no Closed Session.

CLOSED SESSION

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

Section 551.071. Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; (2) and/or 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 the Lake Sharon Roadway Extension.

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

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

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

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:15 pm.

Approved by Council on the ____ day of _____, 2018

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 6.

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: June 21, 2018 Workshop Session

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on minutes from the June 21, 2018 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the June 21, 2018 Workshop Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the June 21, 2018 Workshop Session minutes.

Attachments

Minutes

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

On this the 21st day of June 2018 the City Council of the City of Corinth, Texas met in a Workshop Session at the Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Members Absent:

Lowell Johnson, Council Member

Staff Members Present:

Bob Hart, City Manager
Kimberly Pence, City Secretary
Michael Ross, LCFD Assistant Fire Chief
Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations
Jimmie Gregg, Police Lieutenant
Brenton Copeland, Technology Services Manager
Helen-Eve Liebman, Planning and Development Director
Guadalupe Ruiz, Human Resources Director
Debra Walthall, Chief of Police
Andy Messer, Messer, Rockefeller, & Fort

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

WORKSHOP BUSINESS AGENDA

- 1. 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.**

No discussions made.

- 2. Operational discussions on the Fire Department, Police Department and the Public Works Department.**

Bob Hart, City Manager – I'm going to do this in reverse order of what we have listed on the agenda. It will be Public Works, Police Department and then the Fire Department.

This is intended to serve two purposes, one is an overview of those major departments. The other side is it's not part of the budget process, it's not intended to be part of that. It is intended to start to introduce and make sure that you've got a good comfort level on the operational elements of those three major departments. That's where most of the money is spent. When we move into the budget everybody will be on the same page. I wanted to caution you that it's not intended to be a budget discussion. We do identify issues that are coming up and when we talk about issues coming up, they are coming up over the next five to ten years

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility

Operations – A lot of this is very detailed so I'm going to hit some of the higher notes and jump into some details of some things that we do that are very important that a lot of folks don't know we do.

Some of the facets that Public Works covers, we have the Parks Department, Utilities which includes Water/Sewer, the Streets Department, Drainage Department, and we have Recreation. Everything you see and interact with throughout this city, 100% of this is going through the Public Works Department in some form. Public Works employees, technically, we have 35 positions. We have 34 right now, the vacancy is a meter reader. Hopefully we won't have to fill that position. We have one Manager who is over the Parks/Streets Department with 2 crew leaders with 4 maintenance workers, 2 streets crew leaders with 4 maintenance workers. Recreations and Special Programs Manager, with 1 aide and 7 seasonal summer camp leaders. We have one Utilities Operation Manager with a drainage crew leader and 2 maintenance workers, and a Utility Supervisor with 2 utility crew leaders and 11 maintenance workers.

At this time, Mr. Collier gave a brief descriptions on the accomplishments listed.

Accomplishments for the Parks and Streets Departments are as follows:

- Identified and repaired sidewalks which pose a risk (trip hazard) to pedestrians.
- Implemented a three-year road striping program.
- Renewed all Sports Association contracts.
- Renewed R.O.W. and parks mowing contracts.
- Public Works facility remodel initiated.

Mayor Heidemann – Have you gone out for bid on that?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – No, when we get all the plans in 100% complete, we're going to take those and use all that information to submit for bid. And that will come to Council for approval.

Councilmember Glockel – Your R.O.W. and parks mowing, what parks do we mow?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – There are 13 neighborhood parks in town, we have 5 that are maintained by an HOA.

The rest of them, the city used to mow them when our parks staff was 12, the parks staff is reduced to half of that, so we contracted the mowing of our parks. Meadowview Park, Naughton Park, and Mulholland Park are mowed by contract. Some of the parks that are maintained by an HOA are the Woods Park and Meadows Oak Park. There are some that are done by HOA that was done that way when they were dedicated.

- Green Ribbon project approval with TXDPT for 2181 and 2499.
- Completed IPWEA Asset Management training program.
- Entered into agreement with PSD to perform and Asset Management Program for Corinth.
- Seeking APWA Accreditation.

Bob Hart, City Manager – Can you talk about some of the benefits you see for APWA.

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – It's one of those things that you do every day, in our careers and in our personal lives. There are things you do every single day that you almost take for granted. You have a policy, you have a practice, you have a procedure for everything. You take it for granted. What happens is over time that builds up institutional knowledge, we all just retain what we know and you take it for granted and you dish it out as something occurs. Sometimes it doesn't occur to you that what you take for granted, somebody else doesn't know. What this does is it forces that institutional knowledge out of everyone's heads and into policy, procedures, and practices. When this is all done anybody at any level could come in to the Public Works department and immediately see how we do everything even as a maintenance worker. It's like the best training policy you could ever have. They pick it up and know anything from budgeting requirements to purchasing to personnel, to how to patch a pothole properly. They look at every single facet of what Public Works does. Taking this and being able to give it to the employees will help with a long term training program to let everyone know this is our expectation, this is what we want. When you on board a new employee, you sit down with them and give them this book and ask them to go through it and read it just like we would our personnel policy and basically fast track them. You see everything we do is inventoried and provided for the future. Someone could step in, look at what you have and immediately be up to speed if continued.

- Recognized as a member of the Mayors Monarch Pledge.

Accomplishments for the Water/Wastewater Department are as follows:

- Upgrade and replace Phase 2 of the City's Utility transponder system to a single point meter reading system.
- Completed State Reports to stay in compliance with TCEQ.
- Updated the Engineering Design Manual.
- Adopted Water Conservation Incentive Program.
- 3A Lift Station rehab from fire damage underway.

Accomplishments for the Storm Drainage Department:

- Met or exceeded Texas Commission on Environmental Quality (TCEQ) Storm Water Compliance regulations and Best Management Practices (BMP'S).
- Began Lynchburg Creek drainage study.
- Preventative maintenance has resulted in reduction of resident generated work orders.
- Renew Vector Disease Control International (VDCI) Mosquito Contract and Mosquito Abatement Program.
- Completed street/drainage projects at the corners of Meadows-Shady Shores & Dalton-Shady Shores.

Repairs done by the Street Department:

- 80 potholes repaired
- 250 linear feet of sidewalk replaced
- 181 square yards of street reconstruction
- 61% of citizen requests resolved in 5 days

Repairs done by Stormwater/Drainage Department:

- 305 storm inlet inspections
- 40 storm inlets cleaned
- 26,000 linear feet of channel mowing
- 375 linear feet of channel cleaning & grading
- 63% of citizen requests resolved in 5 days

Parks & Recreation:

- Trails
 - 12.74 miles
- Parks
 - 184 acres of public parkland
 - 13 neighborhood parks
 - 11 playgrounds
 - 10 miles of ROW maintained
 - Athletic fields prepped for 875 games
- Recreation
 - 224 class participants
 - 2,756 summer camp participants
 - 21,012 association athletic participants

Water/Wastewater maintained:

- 10 water main repairs
- 2 water pump stations repaired
- 13 sanitary lift stations maintained
- 350 water quality sample tests
- UTRWD subscription usage. Water – 70% annually, Sewer – 80% annually
- Flushed dead end lines 500 times
- 6 water storage tanks maintained

- 150 meter box replaced
- 75 meter sets
- 651 transponders replaced
- 7,125 water & wastewater accounts serviced

Public Works Challenges:

- Employee retention
 - 32% of full time employees have been here 2 years or less
- Attracting experienced and qualified new hires
 - Vacant positions advertised and posted with no qualified applicants

Mayor Heidemann – In your assessment of that specific subject, is it due basically to an hourly rate? Or do our fringe benefit packages have any influence on the people leaving? What actually is it that you think is the reason that we can't attract people?

Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations – I will speak for the Public Works side because there tends to be a little bit of difference. In the Public Works side when you're attracting people for those entry level positions, they're younger. When we're younger in your 18's to 20's you don't see the retirement. What they see is the dollar value. They see that dollar per hour and that's what I lose them to. I've had a lot of folks that I've tried to talk to when they said they were leaving here to go somewhere else to make \$1.50 more an hour. I sit down with them and I spend a lot of time and I've even asked them to go to Human Resources. Human Resources went through the same thing. We try to tell them, you're leaving here for \$1.50 more but you need to look at your retirement, you need to look at your benefits, look at all these options. A lot of the younger people, it's not registering. When you get into a little higher professional side and get people a little bit older, you start recognizing the need and the value of those programs. With the market, with what's happened with some of the salaries around here, I've had employees here go work for Aldi. Aldi's will start them out at \$15.00 per hour where as I'm starting them out at \$13.00 per hour. How am I supposed to get people when that's what I'm competing with? Attracting people just to get them to apply is a problem. When they do apply, some of the quality I'm getting is not what I want knocking on your door. They may not be eligible to work any place else and I don't want them here either. The problem I'm running into is not just getting people, getting quality people, once I get them here I need to hold on to them. That's one of my biggest challenges.

- Funding for asset management/capital improvement program
 - Street repair – 50% of Corinth streets will need to be replaced within 20 years
 - Water/Sewer – 50% year life average on PVC. Over 70% into life in many areas
 - Lynchburg Creek – Study, design, mitigation

POLICE SERVICES:

Jimmie Gregg, Police Lieutenant - We currently have 34 sworn personnel and 7 civilian staff.

Patrol Shifts:

- Day A shift, Day B shift, Nights A, Nights B – 12 hour shifts, rotate days off
 - 1 Sergeant
 - 1 Corporal
 - 3 Officers

To maximize Officer safety, our goal is to have 5 per shift, that way if we have to have training or days off, we prefer to have 4 per shift for a minimum. And so we're not relying on Lake Dallas or Hickory Creek or Denton County to come out and respond to our calls. We want to take care of our own business. When we are fully staffed the traffic would also fall under Field Operations. Right now we don't currently utilize that. When we had all that road construction going on we had 2 motor units. Those guys were out there taking care of business because traffic was all messed up on 35 and Swisher Rd. That was a great tool during that time period, we're going to reevaluate the need for this as we get fully staffed.

Support Services:

- 1 Lieutenant
- 1 Corporal
- 3 School Resource Officers
- 2 Animal Control Officers
- 2 Crossing Guards

Criminal Investigations:

- 1 Lieutenant
- 1 CID Sergeant
- 3 Detectives
- 1 support Services Assistant

Accomplishments for Police Department:

- Continued emphasis on professional development and supervisory training. In total, nine (9) supervisors received approximately 360 hours of training during the 2016-17 FY.
- Continued community engagement initiatives through participation in National Night Out and the Citizen Police Academy and CSI Camp. The Citizen Police Academy graduated 12 students and the CSI Camp graduated 22 students.
- Successful completion and transition into new Public Safety Complex.
- Continued advanced and executive level leadership training for command staff.

Community Policing Initiatives:

- National Night Out – 9 parties attended in 2017
- Citizens on Patrol
- Citizen Police Academy – 12 graduates in 2017
- Directed Patrols – 13,863
- Foot Pursuit 5K – 200 participants
- House watches

- School Resource Officers – 3 dedicated officers
- CSI Youth Camp – 22 students

Patrol Division:

- Calls for service – answered 9,396 calls
- Traffic citations – issued 7,362 citations
- Warning citations – issued 4,339 citations
- Park & Walks/Directed Patrols – conducted 16,865 patrols
- Vehicle accidents – investigated 705 accidents
- Traffic complaints – investigated 640 complaints
- Reckless driver complaints – investigated 203 complaints
- Vacation watches – conducted 8,072 watches
- The City of Corinth was named the 15th safest city in the state of Texas – average response 4.2 minutes on priority calls (national standard was 7 minutes)

Criminal Investigations:

- Cleared 115 cases
- Recovered \$95,225 in stolen property
- Investigated 743 criminal cases
- Filed 415 criminal cases

Animal Services:

- Animal shelter – sheltered 77 animals
- Citations – issued 30 citations
- Calls for service – answered 950 calls
- Pet registrations – conducted 132 pet registrations
- Animal bites – responded to 16 bite calls
- Quarantines – quarantines 11 animals

Call Volume Trends:

- In 2010 – averaged 19.28 calls per day
- In 2016 – averaged 26.06 calls per day
- 2018 estimated 24.10 calls per day

Councilmember Garber – Do you guys have a matrix that would give us an idea of how many calls per responder, or how many calls per individual within the Police Department?

Jimmie Gregg, Police Lieutenant – Yes, we have a monthly stat sheet we could provide.

Councilmember Garber - So when we enter the budget season, can we supplement calls per day with that additional information?

Jimmie Gregg, Police Lieutenant – It's broke down by the month and per Officer, yes.

- Incident growth is up about 14% almost 15% - between 2013-2018.

Police Challenges:

- Staffing – Officer ratio currently sits at 1.3 officers per 1,000 residents. IACP recommends 1.8 officers per 1,000 residents.
- Growth – Denton County ranking in the top 10 counties in the U.S. for growth
 - Increased traffic – 3 major arteries now pass through Corinth. Approximately 125,000 cars a day pass through Corinth via IH35E, FM 2181, and FM 2499.
 - Increased population - the city currently has 2 apartment complexes under construction and 4 subdivisions currently under construction or in planning phases. (US Census Bureau estimates the average household size in Corinth to be 2.94). CPD responded to 705 calls for service at our 3 apartment complexes in 2017.
 - Millennium Apts. – 228 units; Oxford Apts. – 240 units
 - Terrace Oaks – 108 lots, Valencia – 86 lots, Amherst – 50 lots, Crosspointe – 37 lots

Police Challenges:

- Bailiff/Warrant position – 8700 outstanding warrants, \$3.8 million
- Jail Services
- Obtain TCOLE Training Provider status
- Qualified Applicant pool
- Equipment Replacement – portable radios

FIRE SERVICES:

Michael Ross, LCFD Assistant Fire Chief - We currently have 44 full time employees.

Fire Services:

- 1 Fire Chief
- 1 Administrative Assistant
- 1 Deputy Chief – Support/EMS
- 1 Assistant Fire Chief
- 1 Deputy Chief – Emergency Mgt./Fire Marshall
- Fire House No. 1 – 18 Firefighters
- Fire House No. 2 – 21 Firefighters

LCFD Accomplishments:

- Updated Standard Operating Procedures/Guidelines
- Completed construction of PSF and Firehouse No. 3
- Updated the International Fire Codes
- Conducted ISO evaluation
- Applied for Federal SAFER grant
- High School Fire Academy began its second class

Department Duties and Responsibilities:

- All hazards response to the Lake Cities area including fire suppression, emergency medical services, hazardous materials and specialty technical rescue.
- Specialty Technical Rescue response to Denton County and the surrounding area. This is a cooperative effort with Coppell and Little Elm Fire Departments.
- Provide support to neighboring departments and Texas through Auto/Mutual aid agreements and TIFMAS.
- Emergency Management and Disaster Planning for the Lake Cities area.
- Fire prevention through fire code adoption and enforcement, fire inspections and education.
- Public Education for the public schools, charter school, and childcare centers in the Lake Cities area.

LCFD in the Community:

- Fire & Life Safety Education
 - Reached approx. 8000 children, pre-K to 3rd grade + 5th grade.
 - Included LDISD, Charter School, and Daycare Facilities.
 - High School Fire Academy.
 - Citizens Emergency Management Academy.
- Commercial Occupancy Inspections
 - Inspected 456 businesses.
 - 90% were compliant on 1st visit.
 - 36 foster homes were inspected at request of CPS.
- Community Support
 - Over 1,323 staff hours spent providing 196 public education, public appearances, ride out programs, and station tours.

LCFD 2017 All Volume by Incident Types:

- 3195 Total Calls for Service
 - EMS – 1,518
 - Rescue – 448
 - Service Calls – 406
 - Good Intent – 398
 - False Alarms – 235
 - Fire – 101
 - Hazard Condition – 89

We should respond within 4 minutes 90% of the time. We are nowhere near that. That was one of the huge drivers for me to get that station on the west side of the freeway. There is a whole bunch of the City of Corinth that was being serviced by 2 firehouses on the east side. We're expecting an improvement in that. We were able to get there within 8 minutes 92% of the time. Of the calls, 86% of them required some kind of mitigation on scene.

Mayor Heidemann – When you talk about response time, 4 minutes, if you're having a heart attack, what is the most apropos amount of time you'd want to be there?

Michael Ross, LCFD Assistant Chief – If you're not breathing, after about 4-6 minutes it's irreversible.

Mayor Heidemann – So that 4 minutes becomes very critical.

Michael Ross, LCFD Assistant Chief – Absolutely it does. Fire squares itself every minute. If you've got a fire in a corner in 2 minutes it's ¼ of the room. You can watch the Christmas tree videos on Utube, it starts out as little candle and 2 minutes later you've got windows blowing out. Not every one of them are that drastic but on both sides, especially the medical call. That's why those standards are set so high. When we did a dot map, we color coded this thing and anything over 4 minutes was red and orange. The whole west side of town was pretty much that color.

Call Volume Trends:

- In 2009 – averaged 6.15 calls per day
 - 46.9% increase
- Incident growth 2013-2018, 11.8% increase
- In 2016 – averaged 9.50 calls per day
- 2018 estimated 9.04 calls per day

Emergency Management:

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

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

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

Fire Challenges:

- Response times
- Opening Fire House No. 3 for Operations
 - Staffing
 - Equipment
 - Fleet – (6-9 month lead time)
- Fire Agreement with Lake Cities
- Qualified Applicant pool
- Equipment Replacement – portable radio, air-pak, rescue

Councilmember Glockel – When the sirens were first conceived about how and where they were going to be and how they were going to be activated, when it says activated and maintained, what's

the criteria to activate? There was a long drawn out very specific way that they would get activated, what had to be triggered, the national weather had to do something. When we say activate, we're not responsible for deciding when to do it are we?

Michael Ross, LCFD Assistant Chief – Yes sir. That's part of Chief Thiessens responsibility as the Emergency Manager, the Fire Marshall, and all of his preparedness. They have set criteria. If Lake Dallas called Chief Thiessen and go I need you to set our sirens off, I'm sure he's not going to grill them 20 questions. But he will have that conversation and be sure that it falls in the criteria that's been set. There are buttons at the Fire Headquarters, there are buttons in the EOC, and ours are on a different system in Lake Dallas. We have a radio system we can actually set ours off with a portable radio, we can be stuck at the train track and we can still activate it. I can get you those specific requirements. The biggest question we get is I can't hear it in my house, I didn't hear them going off. Those are actually outdoor warning sirens, that was conceived back before everyone had cell phones and weather alerts and stuff like that. If you're playing outside, mowing your yard, at the park and you hear this siren because you're not sitting in front of the TV, you would know you need to seek shelter. They are to warn folks that are outdoors that do not have access to current information. Some cities will set them off just because the city next door sets them off. We try to caution against that because where does it stop.

3. Review of the City of Corinth Unified Development Code, Vehicle Parking Regulations and provide staff with direction on proceeding with an amendment.

Helen-Eve Liebman, Planning and Development Director – I'm here before you for you all to consider an amendment to the Unified Development Code to revise the parking standards for required off street parking in non-residential areas.

Our current requirements are a 10 foot by 20 feet deep parking space. I receive a lot of calls and questions asking why is it this big, nobody else is that big. I've had many years of experience in public and private work and it is a little bit out of the norm. I understand that people have big vehicles and we want to be able to accommodate those trucks. What I've done is I took an opportunity to put together some bench mark comparisons for cities that I would consider a platinum standard communities. You can see we have four that are 9 X 18 generally, Flower Mound, Allen, McKinney and Southlake. We have a few others that are 9 X 20, 9 X 19 with the opportunity to have an optional dimension of 9 X 18 with a 2 foot overhang.

Say there's a curb, they would have to have at least 6" height of a curb and that could overhang into a walkway or a landscape area, but it would not be allowed to overhang into a required landscape buffer or a required pedestrian width. You have to have a minimum of 5 feet between a building and a parking space so that pedestrians can adequately get through there. Another way to look at this is to look at the costs associated, not just the cost of the concrete but the land area that's dedicated. I heard we want to be developer friendly. We're working on streamlining some of our review processes so we are more in line with other review procedures in other communities. We'll take a hypothetical 24 acre site that's designed as a mixed use, multi-family, commercial, some retail, office, lodging and if we had a 10 X 20 space and we were allowed to go down to a 9 X 18 space, we could save nearly an acre of that overall land area to be dedicated to taxable square

footage or tax generated square footage. The development costs, we could look at the heat island concept. Hopefully, those folks would take that savings and put that money into the structure aesthetics, landscape, other improvements that would be above and beyond. I'm here from Planning and Development to ask for your guidance and it's our recommendation that we consider amending the parking regulations based on your guidance.

Councilmember Glockel – When I read this the first thing I thought about was if you've been to Denton to the voter registration building, they've got various size parking. They've got little parking to accommodate the smaller cars and they have parking to accommodate vehicles like I drive. A mix might be a great choice instead of all 10 X 20.

Helen-Eve Liebman, Planning and Development Director – Understood and we did research that with these benchmark communities as well and none of them provide for compact car parking standards. I have asked some of my friends that are in those communities and they say even if you have them, people aren't going to comply with compact car. They'll put a full size sedan in a compact car space. It's just not easy to regulate and then there's the frustration, people taking up the compact car spaces.

Bob Hart, City Manager – The idea is we're going to take this to Planning and Zoning and then come back and have more discussions.

Councilmember Garber – What's the recommendation? Is it 9 X 18 with a two foot overhang? Or just 9 X 18?

Helen-Eve Liebman, Planning and Development Director – I haven't finalized my final opinion. I think that would be great, but you can see some of these other communities, they are great communities. They have excellent standards and regulations and 9 X 18 is adequate for them. Some folks would say these other communities are above crazy standards, but that's what they choose to adopt.

Mayor Pro-Tem Burke - When you have a big truck, it's my experience, it's not wider, it's just longer right? To me nine foot was a no brainer. Narrower. What do we want to do with the length? I would think shorter, but how much is a legitimate question? How does this interplay with the vehicle lane? You can have two issues, one is the parking space is too small and two, you don't have enough lane width to back in and out with a big truck.

Helen-Eve Liebman, Planning and Development Director – We'll be working on amending those as well with the regulation we've already been investigating. We have a number of diagrams. We're going to go to a chart but we will definitely have a minimum based on if it's angled parking, 45, 60, 90 degree parking what the required lanes would be and they're adequate to provide for the backing and turning and q-ing.

Councilmember Glockel – You bring up a good point. I drive a big truck and I always look for a place I can back in without backing into the bushes. That I can put the hitch out over something where nobody is walking. I'd be fine with a smaller parking. As long as there's somewhere to back up.

Mayor Heidemann – So the consensus here is to go forward with the 9 X 18.

ADJOURN:

Mayor Heidemann adjourned the Workshop meeting at 7:00 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____, 2018.

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 7.

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: June 21, 2018 Regular Session

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on minutes from the June 21, 2018 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the June 21, 2018 Regular Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the June 21, 2018 Regular Session minutes.

Attachments

Minutes

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

On this the 21st day of June 2018 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
Tina Henderson, Council Member
Scott Garber, Council Member
Don Glockel, Council Member
Sam Burke, Mayor Pro-Tem

Members Absent:

Lowell Johnson, Council Member

Staff Members Present:

Bob Hart, City Manager
Kimberly Pence, City Secretary
Michael Ross, LCFD Assistant Fire Chief
Cody Collier, Director of Public Works, Park Maintenance, Recreation, and Utility Operations
Jimmie Gregg, Police Lieutenant
Brenton Copeland, Technology Services Manager
Helen-Eve Liebman, Planning and Development Director
Guadalupe Ruiz, Human Resources Director
Debra Walthall, Chief of Police
Andy Messer, Messer, Rockefeller, & Fort

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

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

Mayor Heidemann called the meeting to order at 7:00 p.m., Councilmember Garber delivered the invocation and led in the Pledge of Allegiance and Texas Pledge.

Mayor Heidemann recused himself from any discussion on the Consent Agenda.

Mayor Pro-Tem Burke read the Consent Agenda items.

CONSENT AGENDA

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

Item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on an ordinance approving an amendment to the fiscal year 2017-18 Annual Program of Services to provide for expenditure of funds from the Storm Drainage Fund for the Huffines Development Agreement to fund the storm sewer public improvements.
2. Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support, Licensing and Maintenance with Denton County IT.

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

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

MOTION CARRIED

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.

There were no Citizens Comments made.

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.

Mayor Heidemann - I noticed that the Supreme Court came down with a decision on Sales tax and I would like to be updated at the next Council meeting as to how this might impact the city in terms of sales tax and sales tax reductions.

Bob Hart, City Manager - We have our City Managers meeting going on over the next few days and I will be getting some updates on that I would suspect during those meetings.

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 chapter 551.

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

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

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

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

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

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:10 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____, 2018.

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 8.

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: Water Meter Purchase Approval

Submitted For: Cody Collier, Director

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Approval of purchase with Atlas Supply for an additional water meters not to exceed \$59,647 in the FY 2017-2018 budget.

AGENDA ITEM SUMMARY/BACKGROUND

The Water Department has currently expended \$54,647 with Atlas Supply for water meters, new meter boxes, fittings, tools, and other maintenance items. An additional \$5,000 is required for the remaining 2017-2018 FY for water meters only. Corinth utilizes Badger Meters in our system and Atlas Supply is a sole source company for Badger meters in the N. Texas area. Total expenditure for the FY will not exceed \$59,647.00 for this vendor. As the total expenditure with Atlas Supply has exceeded \$50,000, Council approval is required per City Purchasing Policy to proceed with additional purchasing. The funds being utilized are currently budgeted and no additional funds are being requested, nor a budget amendment for this purchase.

RECOMMENDATION

Staff recommends approval of the purchase of additional water meters from Atlas Supply not to exceed \$59,647.

CONSENT ITEM 9.

City Council Regular and Workshop Session

Meeting Date: 07/19/2018
Title: Budget Ammendment from Fund Balance for Purchase of New Ticket Writers from Court Technology Fund
Submitted For: Debra Walthall, Chief **Submitted By:** Kevin Tyson, Lieutenant
Finance Review: Yes **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an ordinance fo the City of Corinth, Texas approving an amendment to the fiscal year 2017-2018 budget and annual program services to provide for expenditures of funds to pay for ticker writers, and associated equipment ans supplies; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

Currently the Police Department ticket writers are in bad repair and are sent on a regular basis for repair. The Department has had to place old ticket writers in service to cover when the newer ones are in for repair. The ticket writers are similar, but not the same. They also require different download stations. The current ticket writer is not available for purchase as they have been replaced by a new model.

Funds, estimated at \$22,912 for the ticket writers will come from the Municipal Court Technology Fund. This fund is restricted by statute to technical enhancements only. The current fund balance is \$46,115.

RECOMMENDATION

Staff recommends approval of the budget amendment in order to purchase of new ticket writers for Police Department.

Attachments

Ticket Writer Quote
ordinance



Quoted By: James Mulvey
 Quote Expiration: 10/30/2018
 Quote Name: City of Corinth - 1 Replacement TC-70X - BZ
 Quote Number: 2018-49324
 Quote Description:

Sales Quotation For

Corinth Police Department
 3501 FM 2181 Suite A ATTN: Willie Wallenberg
 Corinth, TX 76210
 Phone: +1 (940) 498-3235

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Brazos						
eCitation - Brazos Rapid Extension Framework - PDA	\$850	0	\$0	\$0	\$850	\$179
<i>Sub-Total:</i>	<i>\$850</i>		<i>\$0</i>	<i>\$0</i>	<i>\$850</i>	<i>\$179</i>
TOTAL:	\$850	0	\$0	\$0	\$850	\$179

Tyler Software and Related Services - Annual

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
Brazos				
Brazos Hosting Fee	0	\$0	\$0	\$60
<i>Sub-Total:</i>		<i>\$0</i>	<i>\$0</i>	<i>\$60</i>
TOTAL:	0	\$0	\$0	\$60

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Set-Up & Configuration for hardware platform - HANDHELD	1	\$2,500	\$2,500	\$0
TOTAL:			\$2,500	\$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	2	\$419	\$0	\$838	\$0	\$0	\$0
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD	2	\$15	\$0	\$30	\$0	\$0	\$0
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	2	\$57	\$0	\$114	\$0	\$0	\$0
Z1AE-TC70XX-5C00 / Zebra EVM, Warranty, TC70, 5 year	10	\$505	\$0	\$5,050	\$0	\$0	\$0
TC700K-0MB22B0-US / Zebra EVM, TC70X, w/GMS	10	\$1,150	\$0	\$11,500	\$0	\$0	\$0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	2	\$8	\$0	\$16	\$0	\$0	\$0

SG-TC7X-STYLUS-03 / Zebra EVM, TC7X Stylus with Tether, 3 pack	4	\$26	\$0	\$104	\$0	\$0	\$0
CRD-TC7X-CVCD1-01 / Zebra EVM, TC75, Vehicle Cradle-charge only	10	\$121	\$0	\$1,210	\$0	\$0	\$0
CHG-AUTO-HWIRE1-01 / Zebra EVM, TC7X, Vehicle Power Cable for Vehicle Cradle	10	\$70	\$0	\$700	\$0	\$0	\$0
TOTAL:				\$19,562			\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$850	\$179
Total Tyler Annual	\$0	\$60
Total Tyler Services	\$2,500	\$0
Total Third Party Hardware, Software and Services	\$19,562	\$0
Summary Total	\$22,912	\$239

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

Comments

ORDINANCE NO. 18-07-19--

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, APPROVING AN AMENDMENT TO THE FISCAL YEAR 2017-2018 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OR FUNDS TO PAY FOR TICKET WRITERS, AND ASSOCIATED SUPPLIES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City Council of the City of adopted a budget and appropriated resources for the budget year beginning October 1, 2017, and ending September 30, 2018; and

WHEREAS, the current adopted budget for fiscal year 2017-2018 does not have adequate funding to pay \$22,912 for ticket writers, and associated supplies; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures to pay \$22,912 for ticket writers and associated supplies; and

WHEREAS, the Council finds that this budget amendment is consistent with 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose; **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:**

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

SECTION 1

The findings set for the in the above preamble to this Ordinance are true and correct.

SECTION 2

Ordinance No. 18-07-19- , the budget for the fiscal year beginning October 1, 2017, and ending September 20, 2018 shall be amended as follows:

Twenty-two thousand nine hundred twelve dollars (\$22,912); shall be appropriated into the Expenditures Line Items for the Municipal Court Technology Fund Budget from the unappropriated Fund Balance of the Municipal Court Technology Fund.

SECTION 3

The City of Corinth Budget and Annual Program of Services is hereby amended to appropriate the sum of \$22,912 from the unappropriated Fund balance of the Municipal Court Technology Fund for ticket writer, and associated supplies. Further, the City Council affirms its approval of the expenditure of funds for the afore-mentioned purposes.

SECTION 4

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 18-07-10-

SECTION 5
EFFECTIVE DATE

Pursuant to Section 102.009 of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

PASSED AND APPROVED THIS THE ___ DAY OF _____, 2018.

APPROVED:

ATTEST:

Kim Pence, City Secretary

APPROVED AS TO FORM:

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: Interlocal Cooperation Agreement for Public Safety Consortium Support

Submitted For: Bob Hart, City Manager

Submitted By: Jimmie Gregg, Lieutenant

Finance Review: Yes

Legal Review: N/A

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support, Licensing and Maintenance with Denton County IT.

AGENDA ITEM SUMMARY/BACKGROUND

This Interlocal is for FY 2018-19 and covers IT support, maintenance and software license costs of dispatch related software and equipment. This is for the mobile computers which connect to the computer aided dispatch system and covers our Report Management System (RMS) and other reporting modules we utilize from Denton County IT. This ILA follows the current agreement which has worked well and has approval of Corinth's IT department.

RECOMMENDATION

Staff recommends City Council approve the Interlocal Agreement with Denton County.

Attachments

Interlocal Agreement

Exhibit A-Service Level Agreement

Exhibit B-Cost Schedule

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
PUBLIC SAFETY APPLICATION SUPPORT AND MAINTENANCE**

This Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance, 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 PD

hereinafter referred to as “Agency”.

WHEREAS, 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, 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, County and Agency agree that the utilization of combined support and maintenance of public safety systems will be in the best interests of both County and Agency,

WHEREAS, County and Agency desire to maximize the value in the utilized public safety applications to improve public safety and law enforcement throughout Denton County,

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

1. **PURPOSE.** The Denton County Department of Technology Services has the resources to provide public safety application support service throughout Denton County. Agency wishes to utilize County’s available public safety application support services (“Services”) during the term of this agreement.

2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2018** and ending on **September 30, 2019**. The Agreement shall automatically renew thereafter for additional one (1) year terms unless and until terminated by either party. Agency may select the desired level of support (either Basic or Enhanced) for each term of the Agreement. The selected level of support shall continue for each subsequent term unless and until changed by Agency by providing thirty (30) days written notice to County prior to the start of a new term.

3. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing sixty (60) days written notice to the other party.

4. **BASIC SUPPORT.** Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to receive basic support (as defined in Exhibit “A” – Service Level Agreement) from County at no additional cost.

5. **ENHANCED SUPPORT.** Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to select optional enhanced support (as defined in Exhibit “A” – Service Level Agreement) from County.

5.1 If this Agreement is terminated prior to the expiration of the term of Agreement, County shall send a pro-rated refund of the optional enhanced support fees back to Agency based on the amount of time left on the original agreement term.

5.2 Agency shall pay to County the Total Amount per the annual Cost Schedule. The initial Cost Schedule for the first term are more fully described on Exhibit “B”. The County shall send updated Cost Schedules annually. The Agency shall have the right to change from Enhanced Support to Basic Support or terminate the Agreement as described in sections 2, 3, and 5.1 above.

6. **SOFTWARE LICENSES AND MAINTENANCE.** “Software” shall be defined as supported applications as described in Exhibit “A” – Service Level Agreement. Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be responsible for its own Software licenses and maintenance.

6.1. Agency is responsible for purchasing any new Software licenses required by Agency.

6.2. Agency is responsible for payment of all maintenance fees on Software currently in use by Agency. Payment may be made either directly to the software manufacturer or as a reimbursement to County for maintenance paid on Agency’s behalf. Maintenance fees that are paid by County on behalf of Agency are described in the annual Cost Schedule. County will work with Agency and software manufacturer to transfer Agency specific maintenance costs to bill directly to Agency (instead of billing to County and requiring reimbursement from Agency).

6.3 If this Agreement is terminated prior to the expiration of the term of Agreement, maintenance fees already paid to the software manufacturer are not eligible for refund.

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

7.1 County shall provide either Basic Support Services or Enhanced Support Services as more fully described on Exhibit “A” based on Agency’s selection.

7.2 If applicable, County shall provide any mutually agreed Additional Agency Specific Services as more fully described on Exhibit “A”.

7.3 County shall have the sole discretion as to the method of providing the Services and shall be the sole judge as to the most expeditious and effective manner of handling and responding to service requests. County will devote sufficient time to insure the performance of all duties and obligations set forth herein.

8. **AGENCY RESPONSIBILITIES.** Agency agrees to the following responsibilities:

- 8.1 Furnish County with a current list of key contacts including an IT coordinator contact on page 1 of Exhibit "A".
- 8.2 Except as otherwise specifically provided by County Services and Responsibilities (in section 7 above), Agency is responsible for the costs and upgrades associated with maintaining all Agency computer equipment, network equipment, and software.
- 8.3 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.
- 8.4 Agency shall select the desired level of support (either Basic or Enhanced) on the signature page to this Agreement.
- 8.5 Agency is responsible for sending payments to County (Denton County Auditor, Attn: Public Safety Application Support & Maintenance, 401 W. Hickory St, Ste 423, Denton, TX 76201) as more fully described in the annual Cost Schedule within 30 calendar days of approval of Agreement.

9. **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.

10. **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.

11. **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.

12. **AGENCY LIABILITY.** Agency understands and agrees that Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of County. 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.

13. **COUNTY LIABILITY.** County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of Agency. 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.

14. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

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

Exhibit A	Service Level Agreement v1.0
Exhibit B	Initial Annual Cost Schedule for Maintenance and Enhanced Support

16. **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.

17. **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	Chief Information Officer (CIO) Denton County Technology Services 701 Kimberly Drive, Suite 285 Denton, Texas 76208
	3	Assistant District Attorney Denton County Criminal District Attorney's Office 1450 E. McKinney Street, 3 rd Floor PO Box 2344 Denton, Texas 76202

Name of Agency:	Corinth PD
Contact Person	Chief Debra Walthall
Address	3501 FM 2181, Suite A
City, State, Zip	Corinth, TX 76210
Telephone	9404982017

18. **SEVERABILITY.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. 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.

19. **THIRD PARTY.** This Agreement is made for the express purpose of providing public safety application support and maintenance services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

20. **VENUE.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

21. **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.

22. **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.

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

DENTON COUNTY, TEXAS

AGENCY

Please select the desired support level:

Basic Support

-or-

Enhanced Support

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

Signature

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date:_____

Date:_____

Approved as to form:

Approved as to form:

Assistant District Attorney
Denton County Criminal District
Attorney's Office

Attorney for Agency



Version

Version	Date	Revision / Description
1.0	10/1/2014	Initial Version

Name of “Agency”

Corinth PD

Agency Locations

3501 FM 2181, Suite A Corinth TX 76210

Agency Contacts

Title	Name	Email	Phone
Agreement Liason	Chief Debra Walthall	dwalthall@cityofcorinth.com	9404982017
IT Coordinator			

Additional Agency Specific Services

--



County Contacts

Title	Name	Email	Phone
Agreement Liason & Public Safety & Courts Support Manager	Tommy Hutson	Tommy.Hutson@dentoncounty.com	940-349-4357
Chief Information Officer	Kevin Carr	Kevin.Carr@dentoncounty.com	940-349-4500
Deputy Chief Information Officer	Brian King	Brian.King@dentoncounty.com	940-349-4500
Desktop Operations Manager	Shawn Buchanan	Shawn.Buchanan@dentoncounty.com	940-349-4357
Server Operations Manager	Ray Rose	Ray.Rose@dentoncounty.com	940-349-4357
Network Operations Manager	Don Click	Don.Click@dentoncounty.com	940-349-4357
HELP DESK		HelpDesk@dentoncounty.com	940-349-4357



Table of Contents

1. Service Overview4

2. Service Description4

2.1 Assumptions4

2.2 Supported Applications4

2.3 Available Services5

3.1 County Responsibility5

3.2 Agency Responsibility6

4. Service Support.....7

4.1 Requesting Service.....7

4.2 Hours of Coverage7

4.3 Incident and Request Response and Prioritization7

4.4 Resolution7

4.5 Service Escalation7

4.6 Priority Levels8

4.7 Priority level Determination9

4.8 Service Level Measurements9

4.9 Scheduled Maintenance9

4.10 Unscheduled Maintenance9

5. Customer Service Survey10



1. Service Overview

This is a Service Level Agreement (“SLA”) between the Agency and the Denton County Department of Technology Services (“DTS”) to document:

- the technical services provided to the Agency;
- the general levels of response, availability, and maintenance associated with these services;
- the responsibilities of DTS as a provider of these services and of Agency users receiving services; and
- processes for requesting services.

2. Service Description

2.1 Assumptions

- An “Incident” is defined as any interruption in the normal functioning of a supported service or system. Incidents that cannot be legitimately resolved within the timeframe of this SLA or that do not have an available workaround, will become part of a Problem Management process.
- A “Request” is defined as any new service, a change to an existing service, or removal of an existing service.
- An “Inquiry” is defined as a request for information.
- Services will be provided in adherence to any related policies, processes and procedures.

2.2 Supported Applications

The following software applications will be supported:

- Superior MCT/MFR
- ONESolution RMS
- OpCenter
- Police2Police, Police2Citizen
- Any additional Superior applications purchased under the Denton County contract and made available to other agencies.
- FIREHOUSE Software



2.3 Available Services

Basic Support Services: Agencies that choose the Basic Support option will be provided the following services:

- Client support services will be provided through the software vendor.
- Remote access to county hosted systems for supported applications.
- Password resets during normal business hours.
- Software update notifications for supported applications.
- Maintenance and support of Site-to-Site connections for County owned equipment only.
- Participation in the Denton County Law Enforcement Portal (p2c.dentoncounty.com).
- Access to the OpCenter web site.

Enhanced Support Services: Agencies that choose the Enhanced Support option will be provided the following services:

- All services provided under Basic Support Services.
- Access to Help Desk after-hours support for critical business issues.
- Software update assistance for supported applications.
- Maintenance and support of the Site-to-Site connection for both County and Agency equipment.
- Access to Training classes for the supported applications provided by DTS as well as other DTS training services.

Additional Services: Agencies may negotiate additional services specific to their own agency. Additional agency specific services are included on the first page of this SLA in the “Additional Agency Specific Services” section.

3. Roles and Responsibilities

3.1 County Responsibility

County responsibilities and/or requirements in support of this Agreement include:

- Making best efforts to resolve problems (or find workarounds) within the expected completion times based on the priority for all incidents and requests. Completion times depend on a number of factors including complexity, the availability of the user, access to external resources such as software fixes, and the existence of a solution.
- Providing assistance with basic installation of software relating to the listed applications.
- Acting as the liaison with vendors or external resources for supported services.
- Maintaining and updating all county owned software and hardware required to provide Services for the Supported Applications.
- Generating annual reports on service level performance.
- Notifying agencies of all scheduled and unscheduled maintenance via e-mail notifications from the DTS Help Desk.
- The County is responsible for the costs and maintenance of all County computer equipment, network equipment, and software.
- Ensuring the security of the County computer systems and network.



- Preventing unauthorized access to Agency information.
- Maintaining regular backups of files and data stored on county owned equipment.

3.2 Agency Responsibility

Agency responsibilities and/or requirements in support of this Agreement include:

- Payment of all maintenance fees on software currently in use by the Agency.
- Payment of all support services selected by the Agency.
- Notifying the County of personnel changes in a timely manner.
- Making best effort for availability of user(s) when resolving a service related incident or request.
- Submitting requests for service to the Denton County Help Desk.
- Communicating plans, changes of needs, and problems to the County in a timely manner.
- Except as otherwise specifically provided by this SLA, the Agency is responsible for the costs and maintenance of all Agency computer equipment, network equipment, and software.
- Ensuring all Agency owned systems meet minimum requirements for the Supported Applications.
- Ensuring the security of the Agency computer systems and network.
- Preventing unauthorized access to County information.
- Maintaining regular backups of files and data stored on agency owned equipment.
- Designating an “Information Technology (IT) Coordinator” to ensure that these responsibilities are carried out and to serve as the primary contact person between the agency and DTS. For Agencies who use the Superior RMS and/or have a Site-to-Site connection, the IT Coordinator will also be responsible for resetting user passwords for their agency utilizing the SMS application. Because agencies have different needs, IT resources, and levels of internal expertise, the needs and resources of a given agency may not require the IT Coordinator to have an extensive technical background.



4. Service Support

4.1 Requesting Service

- Contact the Denton County Help Desk by one of the options below. In order to ensure the fastest possible service, please do not send requests to a specific County employee. Except for emergencies, drop-ins should be scheduled through the Help Desk.
- Phone – Call 940-349-HELP (4357)
Phone service is available during normal hours of operation. Messages left outside of normal hours will be processed the next business day. An on-call technician will be available outside of normal hours for emergency calls only.
- Email - Helpdesk@dentoncounty.com
E-mail requests will be processed during regular business hours. Email requests can be sent 24 hours a day, 7 days a week.
- Information Technology (IT) Coordinator
Please contact your IT Coordinator for services not listed.

4.2 Hours of Coverage

Service is available during standard operating hours of 8:00am – 5:00pm Monday – Friday, except on County holidays.

4.3 Incident and Request Response and Prioritization

- Incoming Service Requests will fall into priority levels of ‘Critical’, ‘Urgent’, ‘High’, ‘Medium’, ‘Normal’ and ‘Low’. These levels will be identified by type (incident, request for service or inquiry), urgency and impact of the Service Request. If the incident cannot be resolved during the initial call, a DTS technician will be contacted to further research the issue. For responses to Service Requests, the goal for DTS is to respond in a timely manner.

4.4 Resolution

- DTS will use reasonable efforts to resolve Service Requests that are within the control of DTS responsibilities. Circumstances beyond DTS control (waiting for parts, response from user, or third party involvement) will constitute a temporary suspension of the SLA clock until appropriate response, replacement parts or services have been received.

4.5 Service Escalation

- If you are not satisfied with the level of service on a request, contact your IT Coordinator or the Technical Services Manager of DTS. They will respond to you with the action taken or to develop a solution that meets your needs.



4.6 Priority Levels

- DTS provides service based on the following Priority Levels.

Priority Level Characteristics

Priority Level	Expected Completion Time	Description
Incident Levels (Standard Business Hours 8am – 5pm, Monday through Friday)		
Critical	8 hours 80% of the time. (Continued repair until operational)	<ul style="list-style-type: none"> An incident where systems are down or seriously impacted and/or products/services are unavailable. Normally a global issue or a large number of Agency users are being affected. There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way). <p>The commitment of incident management resources is critical.</p>
Urgent	1 business day 80% of the time.	<ul style="list-style-type: none"> Issues affecting a large number of users Requests that require immediate attention
High	2 business days 80% of the time.	<ul style="list-style-type: none"> The issue causes any Agency user to be unable to work or perform some significant portion of their job. Incidents where systems are degraded/unreliable; performance and/or legal agreements are at risk. There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way). <p>The commitment of incident management resources is high.</p>
Medium	3 business days 80% of the time.	<ul style="list-style-type: none"> An incident where performance and/or legal agreements may be degraded. The actual and potential business impact is low in terms of the user. (a few or less users are affected) The issue causes a Agency user to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.



		<ul style="list-style-type: none"> • A temporary workaround, alternative, or circumvention is available. <p>There is no commitment of incident management resources outside of business as usual.</p>
Normal	5 business days 80% of the time.	<ul style="list-style-type: none"> • An incident where performance and/or legal agreements are not at risk. The actual and potential business impact is minimal in terms of the user.
Low	10 days 80% of the time.	<ul style="list-style-type: none"> • The customer has requested a new service or information pertaining to a feature, system or service.

4.7 Priority level Determination

- Priority levels will be automatically determined by:
 - Service Request Type (incident, request for service or inquiry).
 - Impact (Single user, 2 -9 users or 10 or more users).
 - Urgency (**High** – User(s) is unable to work, **Medium** – User’s work is impacted, **Low** – A workaround can be implemented or a user’s ability to work is not greatly impacted.)

Priority Levels (Incidents)

	Single User	2 – 9 users	10+ Users
High	High	High	Urgent
Medium	Medium	High	High
Low	Normal	Medium	Medium

4.8 Service Level Measurements

- Service levels will be measured based on the overall service level targets for each agency broken out by Priority Levels (Critical, Urgent, High, Medium, Normal, Low). These targets are based on each priority’s expected completion times. Service level reports will be run on a yearly basis and reviewed by DTS and Agencies at that time. The minimum number of total Service Requests required to meet the SLA percentage for a given Priority Level will be 12 or more. If an agency has less than 12 SR’s in any given priority level then the overall weighted percentage will apply to that priority.

4.9 Scheduled Maintenance

- DTS plans scheduled maintenance windows each week (usually on Thursday evenings, starting at 7 p.m. until 7a.m., the next day) to maintain and increase the security, availability, and performance of the network and supported applications. DTS works to minimize or avoid any disruption to public safety agencies during the maintenance windows. Agencies will be notified if we are aware of an anticipated interruption to public safety systems. A notification reminder will be sent out the morning of the scheduled maintenance day with information about the maintenance being performed.

4.10 Unscheduled Maintenance



- Occasionally DTS may be required to interrupt services to Agency users due to unpredictable maintenance requirements that had not been previously planned but require prompt attention and must have action taken to allow for system restoration and protection of county resources. When possible, email notification will be sent 24 hours, or more, prior to maintenance specifying the work to be performed.

5. Customer Service Survey

5.1 Survey Form

- Upon closure of a Service Request, Agency employees will receive a link to the Customer Satisfaction Survey. These surveys are important in gauging work quality within DTS and help improve customer service.

5.2 Customer Satisfaction Survey Ratings – Detailed Definitions

Technician went beyond what was required

- Quality of work is exceptional; performance far exceeds the needed requirement to fulfill the request.
- Quick to respond. Receptive to needs and was able to understand the request with informative questioning.
- The resolution was much faster than expected.
- Communication was frequent throughout the entire process and updates during the progress and upon finding a solution were completely understandable.
- Actions were taken quickly and an optimal solution was found.
- Technician showed an ability to quickly understand the request and utilized their skills to the fullest.
- Technician went out of their way in providing support.

Excellent

- Quality of work is excellent and an extra effort was taken in fulfilling the request.
- Quick response in initial contact. Receptive and willing to help.
- The resolution was faster than expected.
- Technician made sure to communicate status as well as inform user of solution.
- Technician went out of their way to properly resolve the issue.
- Technician came up with a solution to allow minimal interruption to the user.
- Technician took a complete interest in helping.

Satisfied

- Quality of work is acceptable.
- Initial contact was cordial and responsive to my needs.
- Has demonstrated the ability to handle the Service Request within an appropriate timeframe.
- Communicated the status as well as resolution.
- Solution met the requirement needed to resolve the issue.
- Performed the task with the proper technical skills and expertise.
- Technician was thorough in taking care of the Service Request.

Needs Improvement

- Quality of work is poor.



- Access to help was time consuming.
- Technician did not demonstrate the ability to handle issue within an appropriate timeframe.
- Poor communication. Issues were not explained or understood.
- Questionable resolution.
- Technician seemed unconfident with ability.
- Lack of interest, only helpful enough to get the task completed.

Dissatisfied

- Failed to meet expectations.
- Little or no response to requests.
- Issue persists.
- Little or no communication during work being done.
- No progress was made in response to corrective action.
- There is a definite lack of ability and/or willingness.
- Technician was rude.

Not Applicable

- Question being asked does not pertain to the request.

**FY2019 Cost Schedule for Maintenance and Optional Enhanced Support for
Corinth Police Department**

Application	Maint Amt	Qty	Total
OSSI MCT Client for Digital Dispatch	\$ 130.39	21	\$ 2,738.17
OSSI Mobile Client Maps	\$ 26.28	21	\$ 551.91
OSSI Client AVL Mobile License	\$ 19.66	21	\$ 412.78
OSSI - MFR Client - Racial Profiling	\$ 26.28	0	\$ -
OSSI - MFR Client- Base Incident/Offense	\$ 130.39	21	\$ 2,738.17
OSSI Mobile Arrest Module	\$ 52.15	21	\$ 1,095.22
OSSI Accident Wizard Workstation License Client	\$ 30.07	0	\$ -
OSSI - MFR Client Citation	\$ 86.86	0	\$ -
OSSI - MFR Client - Accident Reporting	\$ 86.86	0	\$ -
OSSI Client Base Records Management System	\$ 1,281.34	1	\$ 1,281.34
Upgrade to Site License for the following modules: Records Mgmt System, RMS Maps, Notifications, Accident Module, and Mugshot Display	\$ 1,939.50	1	\$ 1,939.50
OSSI - Link Analysis Module	\$ 351.05	1	\$ 351.05
OSSI RMS Map Display and Pin Mapping License - Site License	\$ 200.60	1	\$ 200.60
OSSI Multi-Jurisdictional RMS Option	\$ 55.17	1	\$ 55.17
OSSI Notification Module	\$ 225.68	1	\$ 225.68
OSSI Racial Profiling Module-Site	\$ 50.15	0	\$ -
OSSI Sex Offender Module	\$ 150.45	1	\$ 150.45
OSSI Crime Analysis Module - Site License	\$ 125.38	1	\$ 125.38
OSSI Base Mobile Server Software Client - up to 250 workstations	\$ 548.39	1	\$ 548.39
OSSI AVL Server Host License	\$ 394.93	1	\$ 394.93
OSSI Residential Security Watch Module	\$ 24.35	1	\$ 24.35
OSSI Review Module for Field Reporting	\$ 405.72	1	\$ 405.72
OSSI's Integrated Messaging Software Switch	\$ 225.68	1	\$ 225.68
Total Maintenance Fees to be reimbursed to County			\$ 13,464.46
Optional Enhanced Support			\$ 5,385.79
Total Maintenance + Optional Enhanced Support			\$ 18,850.25

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: Lake Sharon POA Water Credit Contract

Submitted For: Cody Collier, Director

Submitted By: Cody Collier, Director

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Lake Sharon Property Owners Association (POA).

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2018 water equivalency rate of \$.0225 per square yard which is based on the per square yard rate that the City pays on the current mowing contract.

The Lake Sharon POA has a City Park (dedicated and owned by Corinth) and property at the entrances to the subdivision which are maintained by the POA.

Staff is proposing a contract effective date of October 1, 2018. The contract includes a termination date of September 30, 2020 with an annual water credit in the amount of \$11,507.72.

The proposed contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2018.

Attachments

Lake Sharon Water Contract

**RIGHTS-OF-WAY, PARKS, AND SUBDIVISION ENTRANCE(S)
MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this 1st day of September 2018, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Lake Sharon Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

WHEREAS, Association is a non-profit corporation established for the benefit of all owners of real property within the following subdivision, Lake Sharon Home Owners Association, an addition to the City of Corinth, Denton County, Texas (the "Development"); and

WHEREAS, City is the owner of certain improved dedicated streets, medians, rights-of-way and public property, and Development entrance all consisting of 3.774 acres, as more particularly shown on Exhibit A attached hereto and made a part hereof (the "Rights-of-Way and Entrance"); and

WHEREAS, for the benefit of the Development and the owners of real property within the Development, Association desires to undertake certain maintenance activities with respect to the Rights-of-Way and Subdivision Entrance on the terms and conditions set forth herein; and

WHEREAS, City and Association desire to contract for Association to perform certain maintenance activities on and with respect to the Rights-of-Way and Subdivision Entrance under the terms and conditions set forth herein; NOW, THEREFORE, for and in consideration of the covenants herein, the said parties do hereby agree as follows:

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2020.

II. Maintenance Obligations of Association.

A. Association, through its contractors, and at its sole cost and expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain the Rights-of-Way and Entrance in a condition and standard equal to or greater than the minimum standards for landscape maintenance of Rights-of-Way maintained by the City, and subject to any amendments to said minimum standards during the term of this Agreement.

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However,

prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

C. Association shall cause to be performed the basic landscape maintenance services shown on Exhibit B attached hereto. Association may perform services not specifically listed on Exhibit B. Association will notify City in writing if Association determines that any additional services are necessary or advisable. City, at its sole cost and discretion, may perform or arrange for any such additional services, repairs or replacement directly with Association's designated contractor or through third parties chosen by City.

III. Water Equivalency Credit.

A. City acknowledges, confirms and agrees that, but for the Agreement of the Association herein to maintain the Rights-of-Way and Entrance, the maintenance of the Rights-of-Way and Entrance would be at the sole cost and expense of the City. For and in consideration of the services to be performed by Association, City agrees to provide to Association a water equivalency credit with respect to water used for irrigation of the Rights-of-Way and Entrance equal to the sum of the City's budgeted costs of maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights-of-Way maintenance (the "Water Equivalency Credits"). The Water Equivalency Credits shall be based upon the City water rate in effect at the time the credit is issued.

B. Association shall have a Water Equivalency Credit of **\$11,507.72.**

C. Association agrees to comply with any and all City ordinances, regulations or directives, which limit or restrict water usage to certain hours or days.

D. In the event that during any fiscal year commencing October 1 and ending the following September 30, Association does not use in full the Water Equivalency Credits in effect for such year, City shall automatically carry over to the following fiscal year, any unused portion, not to exceed ten percent, of the Water Equivalency Credit amount budgeted for the year.

E. In the event that Association uses water in excess of the Water Equivalency Credits in effect for such year, Association shall purchase the excess water from City at the then current City water rate, provided however, that the Association may request the City Finance Director to apply up to ten percent of the next year's Water Equivalency Credit to the overage. If this should occur, the Finance Director shall notify the Association that the Water Equivalency Credit for the next fiscal year will be reduced by such amount.

F. Upon written request of the Association on or before October 1 of each year during the term of this Agreement, City will provide to Association (1) the amount included in the City's budget for maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights of Way and Entrance maintenance, (2) the Rights of Way and Entrance Water Equivalency Credit, and (3) the City water rate in effect at that time. Provided that the level of service and maintenance by the Association remains the same or greater than the level of service and maintenance provided for the prior 12 month period, and provided that there are no unforeseen conditions or events or budgetary constraints, the City shall use reasonable efforts to maintain the aggregate Water Equivalency Credit at an amount not less than the amount of the Water Equivalency Credit in effect for the prior 12 month period. THE CITY CANNOT GUARANTEE, and makes no promise or covenant that the amount of the Water Equivalency Credit will be equal to the amount of the Water Equivalency Credit for the prior 12 month period.

IV. Termination

A. Upon 30 days written notice to City, Association may terminate this Agreement if City materially breaches this Agreement and if; during such 30 day period, City fails to either cure or commence and continue reasonable remedial measures. In that event, Association shall be entitled to a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

B. In the event that Association materially breaches this Agreement, City may give Association written notice of the breach, and if Association fails to cure the breach, City may terminate this Agreement upon 30 days written notice to Association. In such event, City shall issue to Association a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

V. Miscellaneous Provisions

A. Association, its representatives, successors, or assigns hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to third party, or damage to personal property belonging to any of the above, and based in any manner upon the landscaping, irrigation, and maintenance of the Rights-of-Way by Association will ever be instituted by Association, its representatives, successors, or assigns against City so long as the Association is responsible for maintenance pursuant to this Agreement.

B. ASSOCIATION COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE MAINTENANCE, OF THE RIGHTS-OF-WAY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS EMPLOYEES, CONTRACTORS SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND ASSOCIATION HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. ASSOCIATION SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF ASSOCIATION, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TREPASSERS.

C. Association agrees to maintain general liability insurance covering all public risks, in the following minimum amounts:

Property damage, per occurrence	\$100,000
Personal injury or death, per occurrence	\$1,000,000

The liability insurance policy shall name City, its employees and officers as additional insureds and shall be endorsed to provide that coverage is primary and non-contributory as to the City. Association shall provide to City proof of such insurance coverages. The amount of all required insurance policies is not deemed to be a limitation on Association's agreement to indemnify and hold harmless City, and in the event Association or City become liable for damages in an amount in excess of the amount or amounts of the policies, then Association must save City harmless from the whole liability.

D. Upon completion, expiration or termination of this Agreement, and at the time of turning maintenance responsibilities over to the City, Association, at its sole expense, shall furnish all labor, materials, equipment, accessories and services to ensure that the Rights-of-Way and Entrance are turned over to the City in a condition equal to or greater than the minimum standards set forth in Exhibits B, as may be amended or revised from time to time, and as required by this Agreement.

E. This Agreement and all requirements hereunder may be modified or amended only by written agreement of the parties.

E. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, and Denton County shall be the exclusive venue for bringing any action to enforce the terms and conditions of the Agreement.

F. If any provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, void or unenforceable provisions, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, void or unenforceable provisions as may be legal, valid and enforceable.

H. All notices under this Agreement must be given in writing by certified or registered mail, addressed to the proper party at the addresses set forth on the signature page of this Agreement. Any notice required by this Agreement shall be deemed given and received when deposited in a facility maintained by and under the control of the United States Postal Service, postage prepaid, and properly addressed in accordance with this paragraph. Either party may change the person or address to which notices are to be sent by sending written notice of the new designee or address in accordance with the provisions of this paragraph.

I. Each signatory hereto expressly asserts that he or she has proper authority to enter into this Agreement.

J. Neither party shall assign their interest in this Agreement without the written consent of the other party.

K. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant or right with respect to further performance.

L. The parties hereto agree that this Agreement was jointly drafted and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Thus, this Agreement shall be considered neither against nor in favor of either party, but shall be construed in a neutral manner.

M. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any indemnities or any express limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

N. Both parties agree that time is of the essence in the performance of this Agreement.

O. This Agreement shall supersede any prior agreements between City and Association relating to the maintenance of Rights-of-Way and the Entrance and to the extent any such agreements exist, they are specifically amended so this Agreement shall be controlling.

CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST

Kimberly Pence, City Secretary

HOMEOWNER ASSOCIATION



Tom Bowater, President

Address for notice: 2807 Pottery Trail
Corinth, Texas 76210

Phone: (940) 321-0595

ACKNOELEDGEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
President of C.P.E. Community Improvement Association, known to me to be the person whose name
is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

EXHIBIT A
Map of Entrance and Rights of Way

EXHIBIT B

The C.P.E. Community Improvement Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (as needed)
4. Pay electricity bills (as needed)

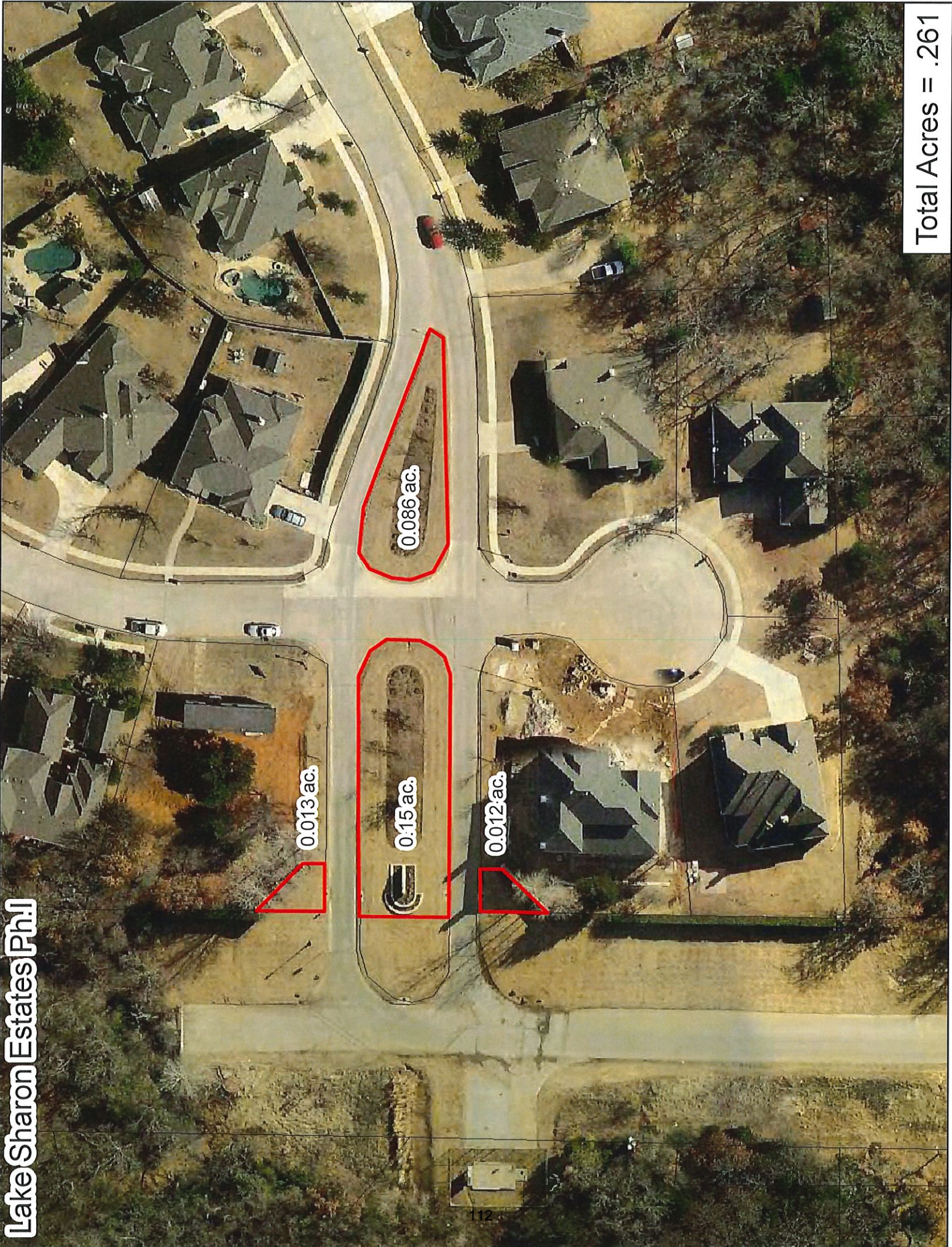
The Lake Sharon Estates Community Association responsibilities specifically exclude maintenance of drainage ways, street, streetlights, and playground equipment.

Lake Sharon Estates Ph. II



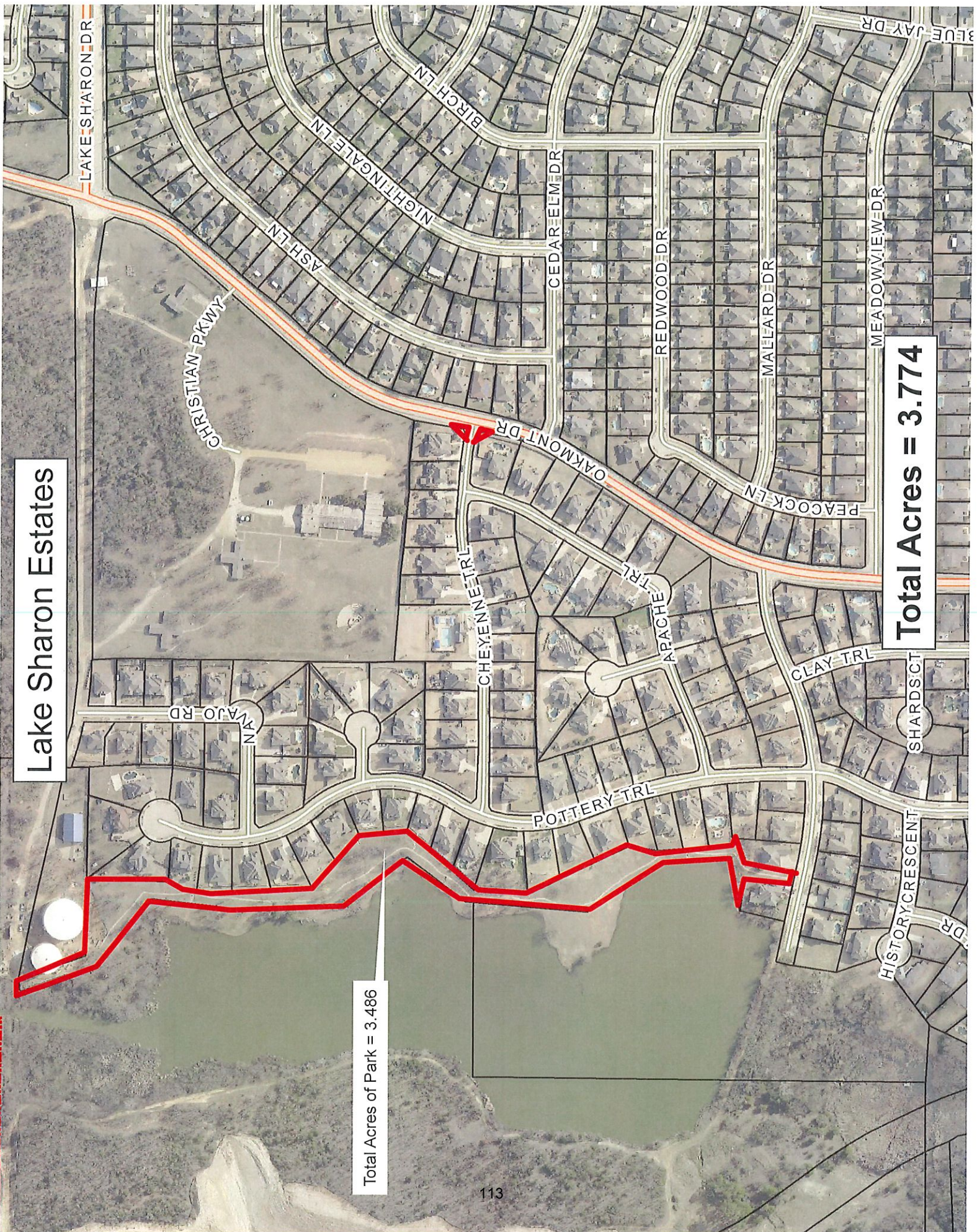
Total Acres = .027

Lake Sharon Estates [Ph I]



Total Acres = .261

Lake Sharon Estates



Total Acres of Park = 3.486

Total Acres = 3.774

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: Post Oak Crossing POA Water Credit Contract

Submitted For: Cody Collier, Director

Submitted By: Cody Collier, Director

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Post Oak Crossing Property Owners Association (POA).

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2018 water equivalency rate of \$.0225 per square yard which is based on the per square yard rate that the City pays on the current mowing contract.

Staff is proposing a contract effective date of October 1, 2018. The contract includes a termination date of September 30, 2020 with an annual water credit in the amount of \$3,537.24.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2018.

Attachments

Post Oak Crossing Water Contract

**RIGHTS-OF-WAY AND SUBDIVISION ENTRANCE(S)
MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this 1st day of September 2018, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Post Oak Crossing Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

WHEREAS, Association is a non-profit corporation established for the benefit of all owners of real property within the following subdivision, Post Oak Crossing Home Owners Association, an addition to the City of Corinth, Denton County, Texas (the "Development"); and

WHEREAS, City is the owner of certain improved dedicated streets, medians, rights-of-way and public property, and Development entrance all consisting of 1.16 acres, as more particularly shown on Exhibit A attached hereto and made a part hereof (the "Rights-of-Way and Entrance"); and

WHEREAS, for the benefit of the Development and the owners of real property within the Development, Association desires to undertake certain maintenance activities with respect to the Rights-of-Way and Subdivision Entrance on the terms and conditions set forth herein; and

WHEREAS, City and Association desire to contract for Association to perform certain maintenance activities on and with respect to the Rights-of-Way and Subdivision Entrance under the terms and conditions set forth herein; NOW, THEREFORE, for and in consideration of the covenants herein, the said parties do hereby agree as follows:

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2020.

II. Maintenance Obligations of Association.

A. Association, through its contractors, and at its sole cost and expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain the Rights-of-Way and Entrance in a condition and standard equal to or greater than the minimum standards for landscape maintenance of Rights-of-Way maintained by the City, and subject to any amendments to said minimum standards during the term of this Agreement.

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However,

prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

C. Association shall cause to be performed the basic landscape maintenance services shown on Exhibit B attached hereto. Association may perform services not specifically listed on Exhibit B. Association will notify City in writing if Association determines that any additional services are necessary or advisable. City, at its sole cost and discretion, may perform or arrange for any such additional services, repairs or replacement directly with Association's designated contractor or through third parties chosen by City.

III. Water Equivalency Credit.

A. City acknowledges, confirms and agrees that, but for the Agreement of the Association herein to maintain the Rights-of-Way and Entrance, the maintenance of the Rights-of-Way and Entrance would be at the sole cost and expense of the City. For and in consideration of the services to be performed by Association, City agrees to provide to Association a water equivalency credit with respect to water used for irrigation of the Rights-of-Way and Entrance equal to the sum of the City's budgeted costs of maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights-of-Way maintenance (the "Water Equivalency Credits"). The Water Equivalency Credits shall be based upon the City water rate in effect at the time the credit is issued.

B. Association shall have a Water Equivalency Credit of \$3,537.24.

C. Association agrees to comply with any and all City ordinances, regulations or directives, which limit or restrict water usage to certain hours or days.

D. In the event that during any fiscal year commencing October 1 and ending the following September 30, Association does not use in full the Water Equivalency Credits in effect for such year, City shall automatically carry over to the following fiscal year, any unused portion, not to exceed ten percent, of the Water Equivalency Credit amount budgeted for the year.

E. In the event that Association uses water in excess of the Water Equivalency Credits in effect for such year, Association shall purchase the excess water from City at the then current City water rate, provided however, that the Association may request the City Finance Director to apply up to ten percent of the next year's Water Equivalency Credit to the overage. If this should occur, the Finance Director shall notify the Association that the Water Equivalency Credit for the next fiscal year will be reduced by such amount.

F. Upon written request of the Association on or before October 1 of each year during the term of this Agreement, City will provide to Association (1) the amount included in the City's budget for maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights of Way and Entrance maintenance, (2) the Rights of Way and Entrance Water Equivalency Credit, and (3) the City water rate in effect at that time. Provided that the level of service and maintenance by the Association remains the same or greater than the level of service and maintenance provided for the prior 12 month period, and provided that there are no unforeseen conditions or events or budgetary constraints, the City shall use reasonable efforts to maintain the aggregate Water Equivalency Credit at an amount not less than the amount of the Water Equivalency Credit in effect for the prior 12 month period. THE CITY CANNOT GUARANTEE, and makes no promise or covenant that the amount of the Water Equivalency Credit will be equal to the amount of the Water Equivalency Credit for the prior 12 month period.

IV. Termination

A. Upon 30 days written notice to City, Association may terminate this Agreement if City materially breaches this Agreement and if; during such 30 day period, City fails to either cure or commence and continue reasonable remedial measures. In that event, Association shall be entitled to a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

B. In the event that Association materially breaches this Agreement, City may give Association written notice of the breach, and if Association fails to cure the breach, City may terminate this Agreement upon 30 days written notice to Association. In such event, City shall issue to Association a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

V. Miscellaneous Provisions

A. Association, its representatives, successors, or assigns hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to third party, or damage to personal property belonging to any of the above, and based in any manner upon the landscaping, irrigation, and maintenance of the Rights-of-Way by Association will ever be instituted by Association, its representatives, successors, or assigns against City so long as the Association is responsible for maintenance pursuant to this Agreement.

B. ASSOCIATION COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE MAINTENANCE, OF THE RIGHTS-OF-WAY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS EMPLOYEES, CONTRACTORS SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND ASSOCIATION HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. ASSOCIATION SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF ASSOCIATION, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TREPASSERS.

C. Association agrees to maintain general liability insurance covering all public risks, in the following minimum amounts:

Property damage, per occurrence	\$100,000
Personal injury or death, per occurrence	\$1,000,000

The liability insurance policy shall name City, its employees and officers as additional insureds and shall be endorsed to provide that coverage is primary and non-contributory as to the City. Association shall provide to City proof of such insurance coverages. The amount of all required insurance policies is not deemed to be a limitation on Association's agreement to indemnify and hold harmless City, and in the event Association or City become liable for damages in an amount in excess of the amount or amounts of the policies, then Association must save City harmless from the whole liability.

D. Upon completion, expiration or termination of this Agreement, and at the time of turning maintenance responsibilities over to the City, Association, at its sole expense, shall furnish all labor, materials, equipment, accessories and services to ensure that the Rights-of-Way and Entrance are turned over to the City in a condition equal to or greater than the minimum standards set forth in Exhibits B, as may be amended or revised from time to time, and as required by this Agreement.

E. This Agreement and all requirements hereunder may be modified or amended only by written agreement of the parties.

E. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, and Denton County shall be the exclusive venue for bringing any action to enforce the terms and conditions of the Agreement.

F. If any provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, void or unenforceable provisions, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, void or unenforceable provisions as may be legal, valid and enforceable.

H. All notices under this Agreement must be given in writing by certified or registered mail, addressed to the proper party at the addresses set forth on the signature page of this Agreement. Any notice required by this Agreement shall be deemed given and received when deposited in a facility maintained by and under the control of the United States Postal Service, postage prepaid, and properly addressed in accordance with this paragraph. Either party may change the person or address to which notices are to be sent by sending written notice of the new designee or address in accordance with the provisions of this paragraph.

I. Each signatory hereto expressly asserts that he or she has proper authority to enter into this Agreement.

J. Neither party shall assign their interest in this Agreement without the written consent of the other party.

K. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant or right with respect to further performance.

L. The parties hereto agree that this Agreement was jointly drafted and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Thus, this Agreement shall be considered neither against nor in favor of either party, but shall be construed in a neutral manner.

M. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any indemnities or any express limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

N. Both parties agree that time is of the essence in the performance of this Agreement.

O. This Agreement shall supersede any prior agreements between City and Association relating to the maintenance of Rights-of-Way and the Entrance and to the extent any such agreements exist, they are specifically amended so this Agreement shall be controlling.

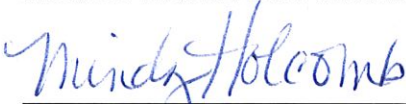
CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST

Kimberly Pence, City Secretary

HOMEOWNER ASSOCIATION



Mindy Holcomb, President

Address for notice: 2401 Nome Ct
Corinth, Texas 76210

Phone: (469)831-8267

ACKNOELEDGEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
President of C.P.E. Community Improvement Association, known to me to be the person whose name
is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

EXHIBIT A
Map of Entrance and Rights of Way

Post Oak Crossing

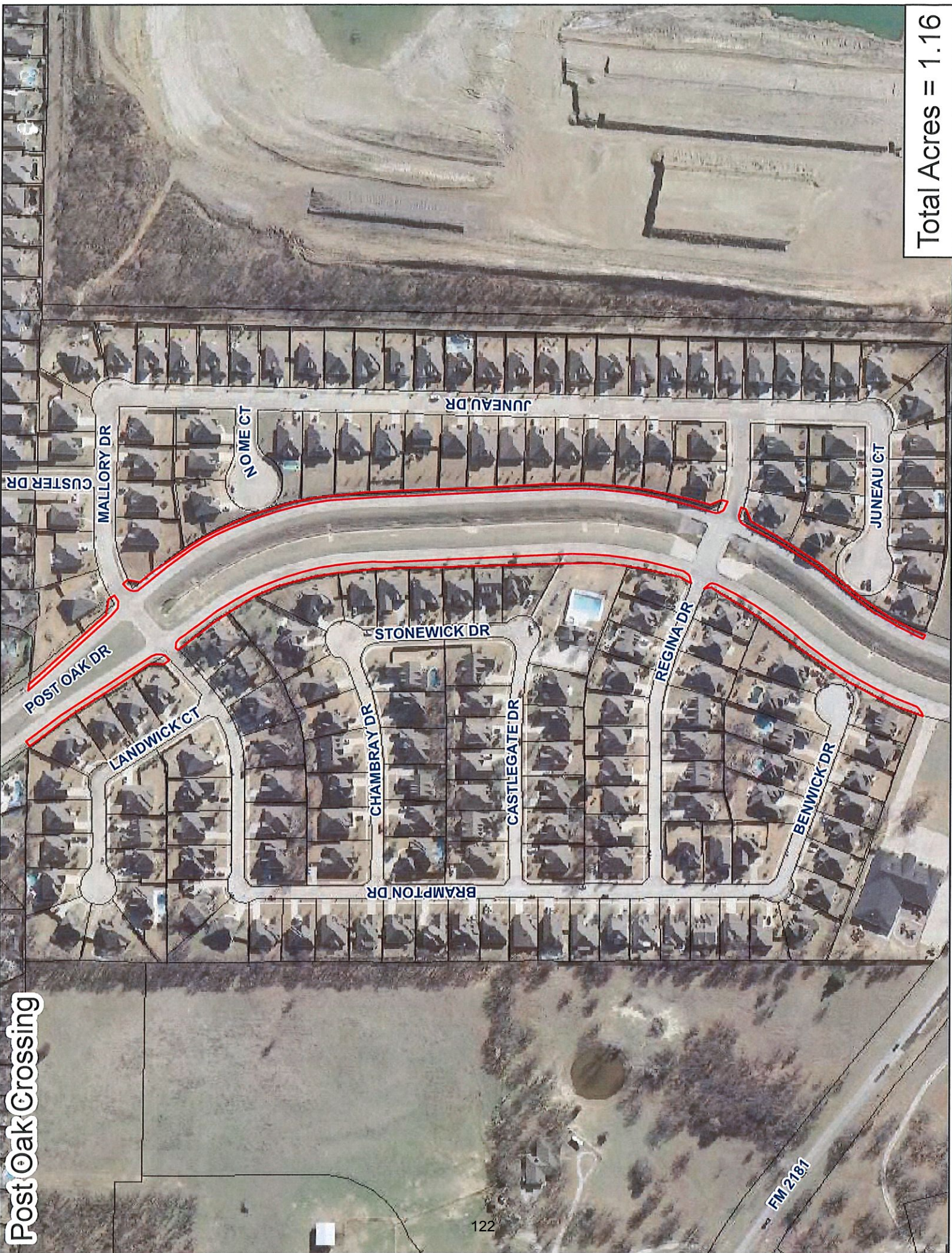


EXHIBIT B

The C.P.E. Community Improvement Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (as needed)
4. Pay electricity bills (as needed)

The Post Oak Crossing Community Association responsibilities specifically exclude maintenance of drainage ways, street, streetlights, and playground equipment.

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: Meadows Oak HOA Water Credit Contract

Submitted For: Cody Collier, Director

Submitted By: Cody Collier, Director

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on approval of the Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Meadows Oak Home Owners Association (HOA).

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2018 water equivalency rate of \$.0225 per square yard which is based on the per square yard rate that the City pays on the current mowing contract.

Staff is proposing a contract effective date of October 1, 2018. The contract includes a termination date of September 30, 2020 with an annual water credit in the amount of \$13,020.

The contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2018.

Attachments

Meadows Oak Water Contract

**RIGHTS-OF-WAY, PARKS, AND SUBDIVISION ENTRANCE(S)
MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this 1st day of September 2018, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Meadows Oak Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

WHEREAS, Association is a non-profit corporation established for the benefit of all owners of real property within the following subdivision, Meadows Oak Home Owners Association, an addition to the City of Corinth, Denton County, Texas (the "Development"); and

WHEREAS, City is the owner of certain improved dedicated streets, medians, rights-of-way and public property, and Development entrance all consisting of 4.27 acres, as more particularly shown on Exhibit A attached hereto and made a part hereof (the "Rights-of-Way and Entrance"); and

WHEREAS, for the benefit of the Development and the owners of real property within the Development, Association desires to undertake certain maintenance activities with respect to the Rights-of-Way and Subdivision Entrance on the terms and conditions set forth herein; and

WHEREAS, City and Association desire to contract for Association to perform certain maintenance activities on and with respect to the Rights-of-Way and Subdivision Entrance under the terms and conditions set forth herein; NOW, THEREFORE, for and in consideration of the covenants herein, the said parties do hereby agree as follows:

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2020.

II. Maintenance Obligations of Association.

A. Association, through its contractors, and at its sole cost and expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain the Rights-of-Way and Entrance in a condition and standard equal to or greater than the minimum standards for landscape maintenance of Rights-of-Way maintained by the City, and subject to any amendments to said minimum standards during the term of this Agreement.

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However,

prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

C. Association shall cause to be performed the basic landscape maintenance services shown on Exhibit B attached hereto. Association may perform services not specifically listed on Exhibit B. Association will notify City in writing if Association determines that any additional services are necessary or advisable. City, at its sole cost and discretion, may perform or arrange for any such additional services, repairs or replacement directly with Association's designated contractor or through third parties chosen by City.

III. Water Equivalency Credit.

A. City acknowledges, confirms and agrees that, but for the Agreement of the Association herein to maintain the Rights-of-Way and Entrance, the maintenance of the Rights-of-Way and Entrance would be at the sole cost and expense of the City. For and in consideration of the services to be performed by Association, City agrees to provide to Association a water equivalency credit with respect to water used for irrigation of the Rights-of-Way and Entrance equal to the sum of the City's budgeted costs of maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights-of-Way maintenance (the "Water Equivalency Credits"). The Water Equivalency Credits shall be based upon the City water rate in effect at the time the credit is issued.

B. Association shall have a Water Equivalency Credit of \$13,020.00

C. Association agrees to comply with any and all City ordinances, regulations or directives, which limit or restrict water usage to certain hours or days.

D. In the event that during any fiscal year commencing October 1 and ending the following September 30, Association does not use in full the Water Equivalency Credits in effect for such year, City shall automatically carry over to the following fiscal year, any unused portion, not to exceed ten percent, of the Water Equivalency Credit amount budgeted for the year.

E. In the event that Association uses water in excess of the Water Equivalency Credits in effect for such year, Association shall purchase the excess water from City at the then current City water rate, provided however, that the Association may request the City Finance Director to apply up to ten percent of the next year's Water Equivalency Credit to the overage. If this should occur, the Finance Director shall notify the Association that the Water Equivalency Credit for the next fiscal year will be reduced by such amount.

F. Upon written request of the Association on or before October 1 of each year during the term of this Agreement, City will provide to Association (1) the amount included in the City's budget for maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights of Way and Entrance maintenance, (2) the Rights of Way and Entrance Water Equivalency Credit, and (3) the City water rate in effect at that time. Provided that the level of service and maintenance by the Association remains the same or greater than the level of service and maintenance provided for the prior 12 month period, and provided that there are no unforeseen conditions or events or budgetary constraints, the City shall use reasonable efforts to maintain the aggregate Water Equivalency Credit at an amount not less than the amount of the Water Equivalency Credit in effect for the prior 12 month period. THE CITY CANNOT GUARANTEE, and makes no promise or covenant that the amount of the Water Equivalency Credit will be equal to the amount of the Water Equivalency Credit for the prior 12 month period.

IV. Termination

A. Upon 30 days written notice to City, Association may terminate this Agreement if City materially breaches this Agreement and if; during such 30 day period, City fails to either cure or commence and continue reasonable remedial measures. In that event, Association shall be entitled to a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

B. In the event that Association materially breaches this Agreement, City may give Association written notice of the breach, and if Association fails to cure the breach, City may terminate this Agreement upon 30 days written notice to Association. In such event, City shall issue to Association a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

V. Miscellaneous Provisions

A. Association, its representatives, successors, or assigns hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to third party, or damage to personal property belonging to any of the above, and based in any manner upon the landscaping, irrigation, and maintenance of the Rights-of-Way by Association will ever be instituted by Association, its representatives, successors, or assigns against City so long as the Association is responsible for maintenance pursuant to this Agreement.

B. ASSOCIATION COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE MAINTENANCE, OF THE RIGHTS-OF-WAY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS EMPLOYEES, CONTRACTORS SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND ASSOCIATION HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. ASSOCIATION SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF ASSOCIATION, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TREPASSERS.

C. Association agrees to maintain general liability insurance covering all public risks, in the following minimum amounts:

Property damage, per occurrence	\$100,000
Personal injury or death, per occurrence	\$1,000,000

The liability insurance policy shall name City, its employees and officers as additional insureds and shall be endorsed to provide that coverage is primary and non-contributory as to the City. Association shall provide to City proof of such insurance coverages. The amount of all required insurance policies is not deemed to be a limitation on Association's agreement to indemnify and hold harmless City, and in the event Association or City become liable for damages in an amount in excess of the amount or amounts of the policies, then Association must save City harmless from the whole liability.

D. Upon completion, expiration or termination of this Agreement, and at the time of turning maintenance responsibilities over to the City, Association, at its sole expense, shall furnish all labor, materials, equipment, accessories and services to ensure that the Rights-of-Way and Entrance are turned over to the City in a condition equal to or greater than the minimum standards set forth in Exhibits B, as may be amended or revised from time to time, and as required by this Agreement.

E. This Agreement and all requirements hereunder may be modified or amended only by written agreement of the parties.

E. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, and Denton County shall be the exclusive venue for bringing any action to enforce the terms and conditions of the Agreement.

F. If any provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, void or unenforceable provisions, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, void or unenforceable provisions as may be legal, valid and enforceable.

H. All notices under this Agreement must be given in writing by certified or registered mail, addressed to the proper party at the addresses set forth on the signature page of this Agreement. Any notice required by this Agreement shall be deemed given and received when deposited in a facility maintained by and under the control of the United States Postal Service, postage prepaid, and properly addressed in accordance with this paragraph. Either party may change the person or address to which notices are to be sent by sending written notice of the new designee or address in accordance with the provisions of this paragraph.

I. Each signatory hereto expressly asserts that he or she has proper authority to enter into this Agreement.

J. Neither party shall assign their interest in this Agreement without the written consent of the other party.

K. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant or right with respect to further performance.

L. The parties hereto agree that this Agreement was jointly drafted and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Thus, this Agreement shall be considered neither against nor in favor of either party, but shall be construed in a neutral manner.

M. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any indemnities or any express limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

N. Both parties agree that time is of the essence in the performance of this Agreement.

O. This Agreement shall supersede any prior agreements between City and Association relating to the maintenance of Rights-of-Way and the Entrance and to the extent any such agreements exist, they are specifically amended so this Agreement shall be controlling.

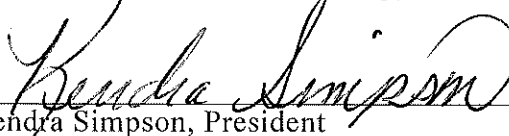
CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST

Kimberly Pence, City Secretary

HOMEOWNER ASSOCIATION



Kendra Simpson, President

Address for notice: 3203 Mason Avenue
Corinth, Texas 76210

Phone: (972) 741-0272

ACKNOELEDGEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
President of C.P.E. Community Improvement Association, known to me to be the person whose name
is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 2016.

Notary Public in and for the State of Texas

My commission expires: _____

EXHIBIT A
Map of Entrance and Rights of Way

EXHIBIT B

The C.P.E. Community Improvement Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (as needed)
4. Pay electricity bills (as needed)

The Meadows Oak Community Association responsibilities specifically exclude maintenance of drainage ways, street, streetlights, and playground equipment.

Meadow Oaks

CORINTH PKWY

LAKE SHARON DR

0.201 ac.

0.165 ac.

0.214 ac.

NORWICH LN

BECKLEY CT

MEADOW OAKS DRIVE

LULA CT

GRAYSTONE LN

BERKSHIRE LN

3.688 ac.

Total Acres = 4.27

Meadows Oak Ph.I

MEADOWS OAK DR

SCORINTH ST

0.098 ac.

3.368 ac.

BECKLEY CT

NORWICH LN

ALCOVE LN

Total Acres = 3.47

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: Oakmont POA Water Credit Contract

Submitted For: Cody Collier, Director

Submitted By: Cody Collier, Director

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on approval of the Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Oakmont Property Owners Association (POA).

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2018 water equivalency rate of \$.0225 per square yard which is based on the per square yard rate that the City pays on the current mowing contract.

Staff is proposing a contract effective date of October 1, 2018. The contract includes a termination date of September 30, 2020 with an annual water credit in the amount of \$68,790.12.

The contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2018.

Attachments

Oakmont HOA Water Contract

**RIGHTS-OF-WAY, PARKS, AND SUBDIVISION ENTRANCE(S)
MAINTENANCE AGREEMENT**

This AGREEMENT is entered into this 1st day of September 2018, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Oakmont Country Club Estates Property Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

WHEREAS, Association is a non-profit corporation established for the benefit of all owners of real property within the following subdivision, Oakmont Country Club Estates Addition, an addition to the City of Corinth, Denton County, Texas (the "Development"); and

WHEREAS, City is the owner of certain improved dedicated streets, medians, rights-of-way and public property, and Development entrance all consisting of 22.56 acres, as more particularly shown on Exhibit A attached hereto and made a part hereof (the "Rights-of-Way and Entrance"); and

WHEREAS, for the benefit of the Development and the owners of real property within the Development, Association desires to undertake certain maintenance activities with respect to the Rights-of-Way and Subdivision Entrance on the terms and conditions set forth herein; and

WHEREAS, City and Association desire to contract for Association to perform certain maintenance activities on and with respect to the Rights-of-Way and Subdivision Entrance under the terms and conditions set forth herein; NOW, THEREFORE, for and in consideration of the covenants herein, the said parties do hereby agree as follows:

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2020.

II. Maintenance Obligations of Association.

A. Association, through its contractors, and at its sole cost and expense, shall furnish all labor, materials, equipment, accessories and services necessary to maintain the Rights-of-Way and Entrance in a condition and standard equal to or greater than the minimum standards for landscape maintenance of Rights-of-Way maintained by the City, and subject to any amendments to said minimum standards during the term of this Agreement.

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However,

prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

C. Association shall cause to be performed the basic landscape maintenance services shown on Exhibit B attached hereto. Association may perform services not specifically listed on Exhibit B. Association will notify City in writing if Association determines that any additional services are necessary or advisable. City, at its sole cost and discretion, may perform or arrange for any such additional services, repairs or replacement directly with Association's designated contractor or through third parties chosen by City.

III. Water Equivalency Credit.

A. City acknowledges, confirms and agrees that, but for the Agreement of the Association herein to maintain the Rights-of-Way and Entrance, the maintenance of the Rights-of-Way and Entrance would be at the sole cost and expense of the City. For and in consideration of the services to be performed by Association, City agrees to provide to Association a water equivalency credit with respect to water used for irrigation of the Rights-of-Way and Entrance equal to the sum of the City's budgeted costs of maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights-of-Way maintenance (the "Water Equivalency Credits"). The Water Equivalency Credits shall be based upon the City water rate in effect at the time the credit is issued.

B. Association shall have a Water Equivalency Credit of \$68,790.12.

C. Association agrees to comply with any and all City ordinances, regulations or directives, which limit or restrict water usage to certain hours or days.

D. In the event that during any fiscal year commencing October 1 and ending the following September 30, Association does not use in full the Water Equivalency Credits in effect for such year, City shall automatically carry over to the following fiscal year, any unused portion, not to exceed ten percent, of the Water Equivalency Credit amount budgeted for the year.

E. In the event that Association uses water in excess of the Water Equivalency Credits in effect for such year, Association shall purchase the excess water from City at the then current City water rate, provided however, that the Association may request the City Finance Director to apply up to ten percent of the next year's Water Equivalency Credit to the overage. If this should occur, the Finance Director shall notify the Association that the Water Equivalency Credit for the next fiscal year will be reduced by such amount.

F. Upon written request of the Association on or before October 1 of each year during the term of this Agreement, City will provide to Association (1) the amount included in the City's budget for maintaining the Rights-of-Way and Entrance based upon the then current City standards for Rights of Way and Entrance maintenance, (2) the Rights of Way and Entrance Water Equivalency Credit, and (3) the City water rate in effect at that time. Provided that the level of service and maintenance by the Association remains the same or greater than the level of service and maintenance provided for the prior 12 month period, and provided that there are no unforeseen conditions or events or budgetary constraints, the City shall use reasonable efforts to maintain the aggregate Water Equivalency Credit at an amount not less than the amount of the Water Equivalency Credit in effect for the prior 12 month period. THE CITY CANNOT GUARANTEE, and makes no promise or covenant that the amount of the Water Equivalency Credit will be equal to the amount of the Water Equivalency Credit for the prior 12 month period.

IV. Termination

A. Upon 30 days written notice to City, Association may terminate this Agreement if City materially breaches this Agreement and if, during such 30 day period, City fails to either cure or commence and continue reasonable remedial measures. In that event, Association shall be entitled to a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

B. In the event that Association materially breaches this Agreement, City may give Association written notice of the breach, and if Association fails to cure the breach, City may terminate this Agreement upon 30 days written notice to Association. In such event, City shall issue to Association a proportionate share of the Water Equivalency Credits as determined by the City for all services correctly performed through the date of such notice of termination. City shall have no further liability to Association.

V. Miscellaneous Provisions

A. Association, its representatives, successors, or assigns hereby covenants and agrees that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to third party, or damage to personal property belonging to any of the above, and based in any manner upon the landscaping, irrigation, and maintenance of the Rights-of-Way by Association will ever be instituted by Association, its representatives, successors, or assigns against City so long as the Association is responsible for maintenance pursuant to this Agreement.

B. ASSOCIATION COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE MAINTENANCE, OF THE RIGHTS-OF-WAY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS EMPLOYEES, CONTRACTORS SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND ASSOCIATION HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. ASSOCIATION SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF ASSOCIATION, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TREPASSERS.

C. Association agrees to maintain general liability insurance covering all public risks, in the following minimum amounts:

Property damage, per occurrence	\$100,000
Personal injury or death, per occurrence	\$1,000,000

The liability insurance policy shall name City, its employees and officers as additional insureds and shall be endorsed to provide that coverage is primary and non-contributory as to the City. Association shall provide to City proof of such insurance coverages. The amount of all required insurance policies is not deemed to be a limitation on Association's agreement to indemnify and hold harmless City, and in the event Association or City become liable for damages in an amount in excess of the amount or amounts of the policies, then Association must save City harmless from the whole liability.

D. Upon completion, expiration or termination of this Agreement, and at the time of turning maintenance responsibilities over to the City, Association, at its sole expense, shall furnish all labor, materials, equipment, accessories and services to ensure that the Rights-of-Way and Entrance are turned over to the City in a condition equal to or greater than the minimum standards set forth in Exhibits B, as may be amended or revised from time to time, and as required by this Agreement.

E. This Agreement and all requirements hereunder may be modified or amended only by written agreement of the parties.

E. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, and Denton County shall be the exclusive venue for bringing any action to enforce the terms and conditions of the Agreement.

F. If any provision of this Agreement is held to be illegal, invalid, void or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, void or unenforceable provisions, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, void or unenforceable provisions as may be legal, valid and enforceable.

H. All notices under this Agreement must be given in writing by certified or registered mail, addressed to the proper party at the addresses set forth on the signature page of this Agreement. Any notice required by this Agreement shall be deemed given and received when deposited in a facility maintained by and under the control of the United States Postal Service, postage prepaid, and properly addressed in accordance with this paragraph. Either party may change the person or address to which notices are to be sent by sending written notice of the new designee or address in accordance with the provisions of this paragraph.

I. Each signatory hereto expressly asserts that he or she has proper authority to enter into this Agreement.

J. Neither party shall assign their interest in this Agreement without the written consent of the other party.

K. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant or right with respect to further performance.

L. The parties hereto agree that this Agreement was jointly drafted and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Thus, this Agreement shall be considered neither against nor in favor of either party, but shall be construed in a neutral manner.

M. The provisions of this Agreement, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any indemnities or any express limitation of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

N. Both parties agree that time is of the essence in the performance of this Agreement.

O. This Agreement shall supersede any prior agreements between City and Association relating to the maintenance of Rights-of-Way and the Entrance and to the extent any such agreements exist, they are specifically amended so this Agreement shall be controlling.

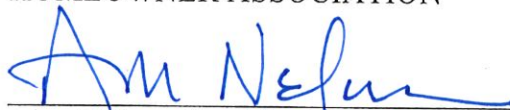
CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST

Kimberly Pence, City Secretary

HOMEOWNER ASSOCIATION



Alan Nelson, President

Address for notice: 1910 Vintage Drive
Corinth, Texas 76210

Phone: (940) 390-3925

ACKNOELEDGEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Alan Nelson,
President of C.P.E. Community Improvement Association, known to me to be the person whose name
is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3rd day of July, 2018.



Traci A. Patterson
Notary Public in and for the State of Texas
My commission expires: 7.15.2018

EXHIBIT A
Map of Entrance and Rights of Way

EXHIBIT B

The C.P.E. Community Improvement Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (as needed)
4. Pay electricity bills (as needed)

The Oakmont Country Club Estates Community Association responsibilities specifically exclude maintenance of drainage ways, street, streetlights, and playground equipment.

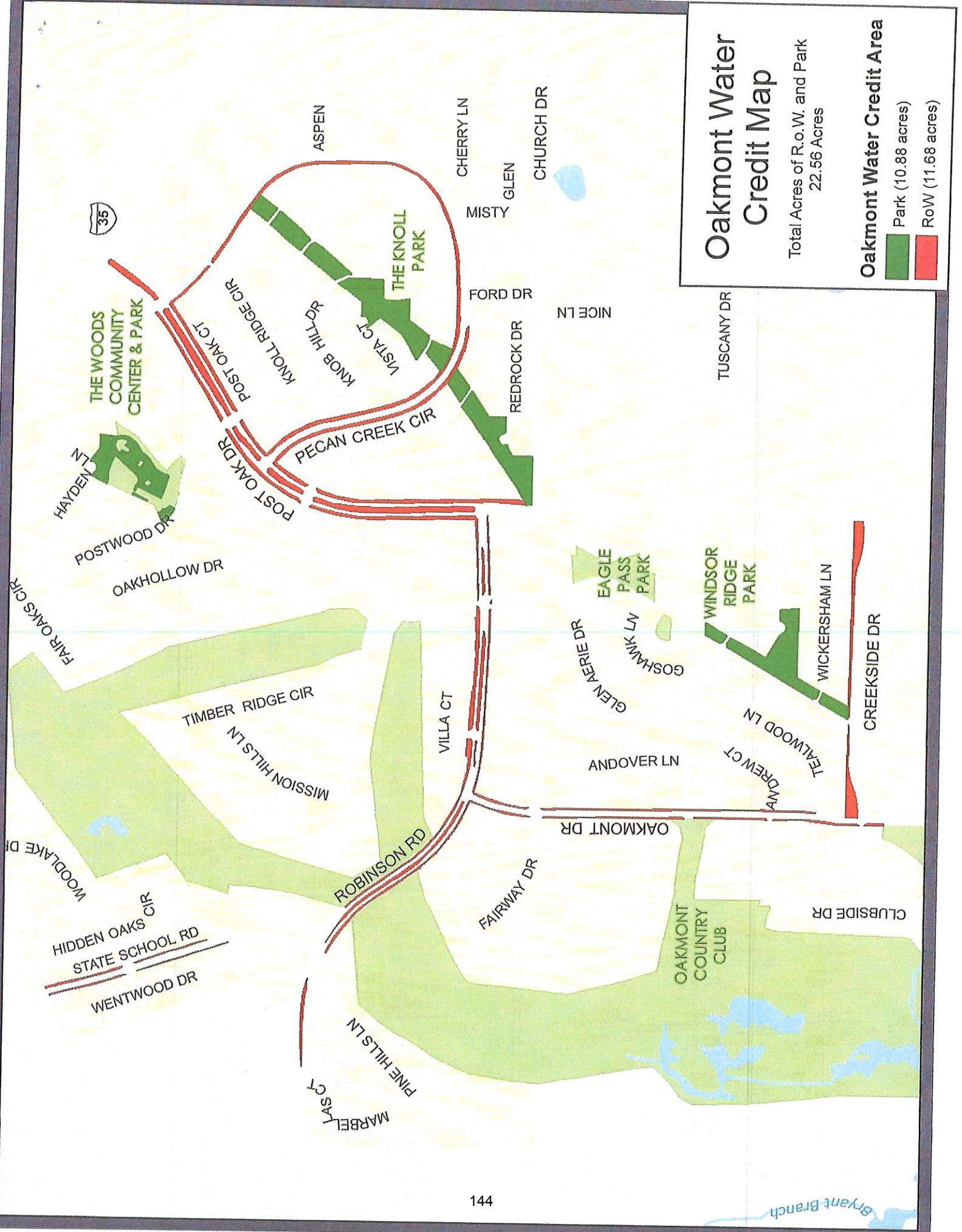
Oakmont Water Credit Map

Total Acres of R.o.W. and Park
22.56 Acres

Oakmont Water Credit Area

█ Park (10.88 acres)

█ RoW (11.68 acres)



City Council Regular and Workshop Session

Meeting Date: 07/19/2018
Title: Appoint Municipal Judge
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the appointment of Greg Bertrand as Municipal Judge for the City of Corinth Municipal Court of Record.

AGENDA ITEM SUMMARY/BACKGROUND

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the judge and all associate judges be appointed by the Council for terms of two (2) years.

Greg Bertrand was first appointed as Municipal Judge for the City of Corinth Municipal Court of Record on August 2, 2012 and was re-appointed on August 1, 2014 and August 1, 2016.

The appointment for Council consideration is for a term beginning August 1, 2018 through July 31, 2020.

RECOMMENDATION

Staff recommends appointing Greg Bertrand as the Municipal Judge for the term beginning August 1, 2018 through July 31, 2020.

Attachments

Contract for Judge Bertrand

CONTRACT FOR SERVICES FOR PRESIDING MUNICIPAL JUDGE

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as "**City**", and **GREG BERTRAND**, hereinafter referred to as "Presiding Judge".

1. APPOINTMENT OF PRESIDING JUDGE

- a. The **City of Corinth (hereinafter referred to as "City")** does hereby **APPOINT** and contract for the services of **GREG BERTRAND (hereinafter referred to as "Judge")** for a presiding municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 1st day of August 2018, and continuing through midnight, July 31, 2020, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Judge may terminate this Contract by providing written notice of resignation not less than 60 days prior to date of termination.

2. COMPENSATION OF JUDGE — the City shall compensate the Judge as follows:

- a. As compensation for the Judge's services, the City agrees to pay to the Judge according to this Section 2. The City will pay the Judge a monthly stipend of Seven Hundred and Fifty and No/100 Dollars (\$750.00) for the following designated duties:
 - i. Creating/maintaining the Judge's Schedule for all Judges, including interaction and coordination with Assistant Judges.
 - ii. Interaction with court personnel via email or telephone
 - iii. Remote electronic signing of documents
 - iv. Developing polices and updating Standing Orders
 - v. Legal research
 - vi. Drafting, revising, and updating court forms
 - vii. Providing information necessary for the Court Clerk to complete the monthly Office of Court Administration report.

b. In addition, the judge shall also receive a flat rate per duty performed according to the following schedule:

- i. Court: \$800 for full court day (morning & afternoon dockets)
\$400 for half court day (morning or afternoon docket only)

*If docket is cancelled on day of court, the fee will be paid; however, at City's request, Judge shall perform other services as identified in (ii) during the time of the cancelled docket, without additional charges.

*If docket is cancelled before court day, no fee will be paid.

- ii. All other services:

\$100 per hour, with each duty being a minimum of one hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.

- iii. Judge/Court/Staff Meetings:

\$100 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge's meetings may be scheduled as needed and at the discretion of the Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.

- c. **The Judge shall send an invoice to the City's Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to accountspayable@cityofcorinth.com once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.**
- d. **The City shall pay the Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.**
- e. **The Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law.**
- f. **The Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and**

mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract. Judge shall pay for his mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight lodging and meal expenses. Judge's mandatory judicial education expenses are currently paid by the Town of Flower Mound. In the event the Judge's term of appointment for Municipal Court Judge for the Town of Flower Mound is not renewed, the City shall pay or reimburse Presiding Judge for, any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which Judge serves. By way of example, if Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.

- g. During the duration of this Contract, the Judge shall comply with all provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- h. The Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. The Judge shall schedule court dockets no less than three times per month.
- i. The Judge shall establish, where deemed appropriate by Judge, "Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The Court Administrator and Director of Finance will be available for consultation and comment with regard to any proposed procedures should the Judge so desire. The City will provide the necessary Court Personnel to the Judge for clerical assistance. Any changes to the "Standing Orders" must be in writing and signed by the Judge prior to incorporation.

3. OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR

- a. The City herein acknowledges that the Judge may maintain a private law practice and may perform outside legal services. The Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore FINDS that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Judge from office during the Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Judge shall be considered an independent contractor, not an employee of the City.

e. The Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.

4. APPOINTMENT OF ASSISTANT JUDGES

- a. The Judge shall submit the names of proposed Assistant Judges to the City for consideration and the City Council shall appoint one or more Assistant Judges in accordance with the City Charter.
- b. The Judge shall be the liaison between the Assistant Judge(s) and/or any City departmental staff. The Judge shall provide general supervision and guidance for each assistant judge.
- c. The Judge may provide recommendations to the City Council regarding the renewal of any Assistant Judge appointments.
- d. The Judge shall assign duties to the Assistant Judges as determined by the Judge in his sole discretion.
- e. The Judge shall create and provide a written monthly schedule when particular judges are on duty for warrants or other matters. A copy of such schedule shall be provided to the Assistant Judges, the Court and the Corinth Police Department. The Judge shall notify the Corinth Police Department and the court of any changes to the written schedule.
- f. The Judge shall keep the Court and Corinth Police Department informed of their current contact information.

5. INTEGRATION

This Contract represents the entire and integrated Contract between the City and the Judge, and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Judge. The Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge's own free act.

IN WITNESS WHEREOF, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

PRESIDING JUDGE:



GREG BERTRAND

CITY OF CORINTH, TEXAS

BILL HEIDEMANN, MAYOR

ATTEST:

KIM PENCE, CITY SECRETARY

APPROVED AS TO FORM

WM. ANDREW MESSER, CITY ATTORNEY

THE STATE OF TEXAS

Statement of Appointed Officer

I, GREG BERTRAND, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God.

Affiant

Office to Which Appointed: Presiding Judge

City: City of Corinth, Denton County, Texas

Sworn to and subscribed before me by affiant on this ___ day of ____ 2018.

Signature of Person Administering Oath

Printed Name

Title

City Council Regular and Workshop Session

Meeting Date: 07/19/2018
Title: Appointment of Associate Municipal Judge
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the appointment of Gilland Chenault as Associate Municipal Judge for the City of Corinth Municipal Court of Record.

AGENDA ITEM SUMMARY/BACKGROUND

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the judge and all associate judges be appointed by the Council for terms of two (2) years.

Gilland Chenault was first appointed as the Associate Municipal Judge for the City of Corinth Court of Record on August 2, 2012 and re-appointed on August 1, 2014 and August 1, 2016.

The appointment for Council consideration is for a term beginning August 1, 2018 through July 31, 2020.

RECOMMENDATION

Staff recommends appointing Gilland Chenault as the Associate Municipal Judge for the term beginning August 1, 2018 through July 31, 2020.

Attachments

G. Chenault Contract

CONTRACT FOR SERVICES FOR ASSISTANT MUNICIPAL JUDGE

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as "**City**", and **GILLAND CHENAULT**, hereinafter referred to as "Assistant (Associate) Judge".

1. APPOINTMENT OF ASSISTANT (ASSOCIATE) JUDGE

- a. The **City of Corinth (hereinafter referred to as "City")** does hereby **APPOINT** and contract for the services of **GILLAND CHENAULT (hereinafter referred to as "Assistant Judge" or "Judge")** to service as an Assistant (Associate) municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 1st day of August, 2018, and continuing through midnight, July 31, 2020, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Assistant Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Assistant Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Assistant Judge may terminate this Contract by providing written notice of resignation not less than 30 days prior to date of termination.

2. COMPENSATION OF ASSISTANT (ASSOCIATE) JUDGE — the City shall compensate the Assistant (Associate) Judge as follows:

- a. As compensation for the Assistant (Associate) Judge's services, the City agrees to pay to the Judge according to this Section 2.
- b. The Assistant (Associate) Judge shall receive a flat rate per duty performed according to the following schedule:

i. Court:

\$500 for full court day (morning & afternoon dockets)

\$250 for half court day (morning or afternoon docket only)

*If docket is cancelled on day of court, the fee will be \$100.

*If docket is cancelled before court day, no fee will be paid.

- ii. All other services: \$75 per hour, with each duty being a minimum of one hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.

- iii. Judge/Court/Staff Meetings: \$75 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge's meetings may be scheduled as needed and at the discretion of the Presiding Judge, Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.

- iv. Training Court Sessions: \$400 for full day
\$200 for half day

- c. The Assistant (Associate) Judge shall send an invoice to the City's Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to accountspayable@cityofcorinth.com once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.

- d. The City shall pay the Assistant (Associate) Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.

- e. The Assistant (Associate) Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law. The City shall pay, or reimburse Assistant (Associate) Judge for, any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which the Assistant (Associate) Judge serves. By way of example, if Assistant (Associate) Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.

- f. The Assistant (Associate) Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract.

- g. During the duration of this Contract, the Assistant (Associate) Judge shall comply with all provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- h. The Assistant (Associate) Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Assistant (Associate) Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. No minimum amount of duties is guaranteed to the judge during the duration of this Contract.
- i. The Assistant (Associate) Judge shall comply with the Presiding Judge's "Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The City will provide the necessary Court Personnel to the Judge for clerical assistance.

3. OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR

- a. The City herein acknowledges that the Assistant (Associate) Judge may maintain a private law practice and may perform outside legal services. The Assistant (Associate) Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Assistant (Associate) Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Assistant (Associate) Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore FINDS that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Assistant (Associate) Judge from office during the Assistant (Associate) Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Assistant (Associate) Judge shall be considered an independent contractor, not an employee of the City.
- e. The Assistant (Associate) Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.

4. DUTIES OF ASSISTANT (ASSOCIATE) JUDGES

- a. The Presiding Judge shall be the liaison between the Judge(s) and/or any City departmental staff. The Presiding Judge shall provide general supervision and guidance for Assistant (Associate) Judge.
- b. The Assistant (Associate) Judge shall perform duties assigned to the Assistant (Associate) Judges, from time to time, by the Presiding Judge in his sole discretion.
- c. The Assistant (Associate) Judge shall be available for any and all duties according to the monthly Judge's Schedule prepared by the Presiding Judge or when the Presiding Judge is unavailable, including after hours, weekends and holidays.
- d. The Assistant (Associate) Judge shall keep the Court and Corinth Police Department informed of his current contact information.

5. INTEGRATION

This Contract represents the entire and integrated Contract between the City and the Assistant (Associate) Judge, and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Assistant (Associate) Judge. The Assistant (Associate) Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge's own free act.

IN WITNESS WHEREOF, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

PRESIDING JUDGE:

CITY OF CORINTH, TEXAS

GILLAND CHENAULT

BILL HEIDEMANN, MAYOR

ATTEST:

KIM PENCE, CITY SECRETARY

APPROVED AS TO FORM:

WM. ANDREW MESSER, CITY ATTORNEY

THE STATE OF TEXAS

Statement of Appointed Officer

(Please type or print legibly)

I, GILLAND CHENAULT, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God.

Affiant

Office to Which Appointed: Alternate Judge

City: City of Corinth, Denton County, Texas

Sworn to and subscribed before me by affiant on this _____ day of _____, 2018.

Signature of Person Administering Oath

Printed Name

Title

City Council Regular and Workshop Session

Meeting Date: 07/19/2018
Title: Appointment of Associate Municipal Judget - Grant
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the appointment of Alison Grant as Associate Municipal Judge for the City of Corinth Municipal Court of Record.

AGENDA ITEM SUMMARY/BACKGROUND

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the judge and all associate judges be appointed by the Council for terms of two (2) years.

Alison Grant was first appointed as the Associate Municipal Judge for the City of Corinth Municipal Court of Record on August 2, 2012 and was re-appointed on August 1, 2014 and August 1, 2016.

The appointment for Council consideration is for a term beginning August 1, 2018 through July 31, 2020.

RECOMMENDATION

Staff recommends appointing Alison Grant as the Associate Municipal Judge for the term beginning August 1, 2018 through July 31, 2020.

Attachments

Alison Grant Contract

CONTRACT FOR SERVICES FOR ASSISTANT MUNICIPAL JUDGE

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as "**City**", and **ALISON GRANT**, hereinafter referred to as "Assistant (Associate) Judge".

1. APPOINTMENT OF ASSISTANT (ASSOCIATE) JUDGE

- a. The **City of Corinth (hereinafter referred to as "City")** does hereby **APPOINT** and contract for the services of **ALISON GRANT (hereinafter referred to as "Assistant Judge" or "Judge")** to service as an Assistant (Associate) municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 1st day of August, 2018, and continuing through midnight, July 31, 2020, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Assistant Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Assistant Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Assistant Judge may terminate this Contract by providing written notice of resignation not less than 30 days prior to date of termination.

2. COMPENSATION OF ASSISTANT (ASSOCIATE) JUDGE — the City shall compensate the Assistant (Associate) Judge as follows:

- a. As compensation for the Assistant (Associate) Judge's services, the City agrees to pay to the Judge according to this Section 2.
- b. The Assistant (Associate) Judge shall receive a flat rate per duty performed according to the following schedule:

i. Court:

\$500 for full court day (morning & afternoon dockets)

\$250 for half court day (morning or afternoon docket only)

*If docket is cancelled on day of court, the fee will be \$100.

*If docket is cancelled before court day, no fee will be paid.

- ii. All other services: \$75 per hour, with each duty being a minimum of one hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.

- iii. Judge/Court/Staff Meetings: \$75 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge's meetings may be scheduled as needed and at the discretion of the Presiding Judge, Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.

- iv. Training Court Sessions: \$400 for full day
\$200 for half day

- c. The Assistant (Associate) Judge shall send an invoice to the City's Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to accountspayable@cityofcorinth.com once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.

- d. The City shall pay the Assistant (Associate) Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.

- e. The Assistant (Associate) Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law. The City shall pay, or reimburse Assistant (Associate) Judge for, any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which the Assistant (Associate) Judge serves. By way of example, if Assistant (Associate) Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.

- f. The Assistant (Associate) Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract.

- g. During the duration of this Contract, the Assistant (Associate) Judge shall comply with all provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- h. The Assistant (Associate) Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Assistant (Associate) Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. No minimum amount of duties is guaranteed to the judge during the duration of this Contract.
- i. The Assistant (Associate) Judge shall comply with the Presiding Judge's "Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The City will provide the necessary Court Personnel to the Judge for clerical assistance.

3. OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR

- a. The City herein acknowledges that the Assistant (Associate) Judge may maintain a private law practice and may perform outside legal services. The Assistant (Associate) Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Assistant (Associate) Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Assistant (Associate) Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore FINDS that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Assistant (Associate) Judge from office during the Assistant (Associate) Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Assistant (Associate) Judge shall be considered an independent contractor, not an employee of the City.
- e. The Assistant (Associate) Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.

4. DUTIES OF ASSISTANT (ASSOCIATE) JUDGES

The Presiding Judge shall be the liaison between the Judge(s) and/or any City departmental staff. The Presiding Judge shall provide general supervision and guidance for Assistant (Associate) Judge.

- a. The Assistant (Associate) Judge shall perform duties assigned to the Assistant (Associate) Judges, from time to time, by the Presiding Judge in his sole discretion.
- b. The Assistant (Associate) Judge shall be available for all duties according to the monthly Judge's Schedule prepared by the Presiding Judge or when the Presiding Judge is unavailable, including after hours, weekends and holidays.
- c. The Assistant (Associate) Judge shall keep the Court and Corinth Police Department informed of his current contact information.

5. INTEGRATION

This Contract represents the entire and integrated Contract between the City and the Assistant (Associate) Judge, and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Assistant (Associate) Judge. The Assistant (Associate) Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge's own free act.

IN WITNESS WHEREOF, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

PRESIDING JUDGE:

CITY OF CORINTH, TEXAS

ALISON GRANT

BILL HEIDEMANN, MAYOR

ATTEST:

KIM PENCE, C SECRETARY

APPROVED AS TO FORM:

WM. ANDREW MESSER, CITY ATTORNEY

THE STATE OF TEXAS

Statement of Appointed Officer

(Please type or print legibly)

I, ALISON GRANT, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, a reward to secure my appointment or confirmation thereof, so help me God.

Affiant

Office to Which Appointed: Alternate Judge

City: City of Corinth, Denton County, Texas

Sworn to and subscribed before me by affiant on this _____ day of _____ 2018.

Signature of person Administering Oath

Printed Name

Title

City Council Regular and Workshop Session

Meeting Date: 07/19/2018
Title: Approve ILA for Property Tax Collection
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider approval of an Interlocal Agreement with Denton County for the collection of the Tax Year 2018 property taxes for the City of Corinth.

AGENDA ITEM SUMMARY/BACKGROUND

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

The proposed agreement, for the period from October 1, 2018 through September 30, 2019, includes a per statement cost of \$1.00 (estimated total cost of \$8,104) for the October, February and May statement printing for each jurisdiction. The per statement cost increased from the prior year by \$.18 cents for a total increase of \$1,458.72.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement with Denton County.

Attachments

Denton County Agreement

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND**

THIS AGREEMENT is made and entered into this _____ day of _____ 2018, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the **City/Town of _____**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY.**"

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

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

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

I.

The effective date of this Agreement shall be the 1st day of October, 2018. The term of this Agreement shall be for a period of one year, from October 1, 2018, to and through September 30, 2019. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **MUNICIPALITY** agrees to deliver this agreement no later than September 5, 2018 or the first Monday of September 2018 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

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

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in the **MUNICIPALITY** for ad valorem tax collection for tax year 2018, and each tax year for the duration of this Agreement.

COUNTY agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

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

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY**.

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date, **COUNTY** agrees to manage all notices and publications on behalf of **MUNICIPALITY** if request is received no later than July 25th. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

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

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

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

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

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2019.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2019. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

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

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

III.

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

IV.

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

V.

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

VI.

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

VII.

For the services rendered during the 2018 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10, 2018 or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2018 tax rate by September 29, 2018. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2018 will cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2018, it may cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2019. The fee for this service will be a rate not to exceed **\$1.00** per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

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

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

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **\$1.00** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st, deduct from current collections of the **MUNICIPALITY** the “Total Cost” of providing all services described in paragraphs 1-5 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-5 above shall be the total of:

\$1.00 x the total number of parcels listed on **MUNICIPALITY's**

September 30, 2018 **end of year Tax Roll for tax year 2017.**

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

VIII.

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

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

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

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2019. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

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

IX.

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

X.

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

XI.

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

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

MUNICIPALITY:

The City of _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XII.

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

XIII.

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

XIV.

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

Executed in triplicate originals this, _____ day of _____ 2018 .

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

MUNICIPALITY

Town/City: _____
Address: _____
City, State, Zip: _____

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name _____
Title _____

APPROVED AS TO FORM:

Name
Denton County Assistant
District Attorney



City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: Vehicle Parking Regulations

Submitted For: Helen-Eve Liebman, Director

Submitted By: Helen-Eve Liebman, Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

PUBLIC HEARING: TO HEAR PUBLIC OPINION REGARDING AMENDING THE CITY OF CORINTH COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE ORDINANCE NO. 13-05-02-08, AS AMENDED, SECTION 2.09.03 VEHICLE PARKING REGULATIONS.

- Staff Presentation
- Public Hearing
- Response by Staff

BUSINESS: Consider and act on amendments to the City of Corinth Comprehensive Zoning Ordinance being part of the Unified Development Code Ordinance No. 13-05-02-08, as amended, Section 2.09.03 Vehicle Parking Regulations.

AGENDA ITEM SUMMARY/BACKGROUND

APPROVAL PROCESS

The Planning & Zoning Commission held a public hearing at their regular meeting on June 25, 2018 for and amendment to the Vehicle Parking Regulations.

NOTIFICATION TO PUBLIC

The public hearing notices were published on June 7, 2018 for the Planning and Zoning Commission meeting and June 17, 2018 for the City Council meeting.

AGENDA ITEM DESCRIPTION

The City of Corinth Unified Development Code (UDC) outlines parking dimensions for required off-street parking and a review of the standards has been recommended.

The current parking dimensions for a 90-degree parking space are ten (10') feet wide by twenty (20') feet deep; and, while the extra space allows for wider and deeper vehicles, it also requires more concrete paving and land area to accommodate those measurements. Staff has been asked on many occasions to reconsider the parking regulations and provide for standards consistent with Metroplex communities.

FINANCIAL SUMMARY

Source of Funding: No funding is required.

RECOMMENDATION

STAFF RECOMMENDATION

Staff recommends Approval of the UDC amendment for parking space dimensions of nine (9') feet by eighteen (18') feet to provide standards commensurate with cities that deliver attractive and desired development requirements.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission met on June 25, 2018 in Regular Session. The Commission unanimously recommended (4-0) to approve the zoning change amending the Parking Space Dimensions and Design Standards.

Attachments

Vehicle Parking Comparisons

Vehicle Parking Ordinance

Vehicle Parking Research and Comparisons

A benchmark evaluation of area cities illustrates the following vehicle parking space dimensions:

Parking Dimensions

City	Standard Dimensions	Optional Dimensions
Flower Mound	9' X 18'	
Allen	9' X 18'	
McKinney	9' X 18'	
Southlake	9' X 18'	
Coppell	9' X 19'	9' X 18' with 2' overhang
Prosper	9' X 20'	9' X 18' with 2' overhang
Frisco	9' X 20'	9' X 18' with 2' overhang
Corinth	10' X 20'	

None of the above Provide for Compact Car Regulations

Consider the following development scenario:

A ±24 acre mixed-use development allowing shared parking would require ±1,100 spaces.

A 10' X 20' Parking Space = 200 Square Feet

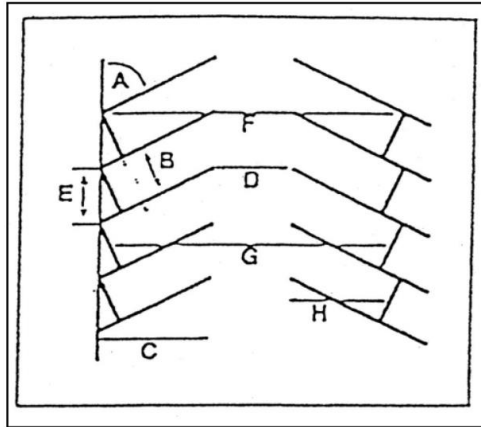
A 9' X 18' Parking Space = 162 Square Feet

38 Square Feet X 1,100 spaces = 41,800 Square Feet

Presumably, a portion of the 41,800 square feet (±.96 acres) of required parking space savings could be dedicated to tax generating building area and a reduction of development costs due to less concrete being installed. A reduction in paving could also provide for additional landscaping and reducing storm water run-off.

Additionally, the following dimensional chart and diagram is submitted for consideration based on the parking standard amendment.

Proposed Parking Diagram



Proposed Parking Dimensional Chart

<u>Type of Space</u>	<u>Parking Angle</u> (Fig. A)	<u>Stall Dimensions</u> (Fig. B)	<u>Stall Depth</u> (Fig. C)	<u>Aisle Width</u> (Fig. D)	<u>Overhang</u> (Fig. E)	<u>Wall-to-Wall Width</u> (Fig. F)	<u>Interlock-Interlock Width</u> (Fig. G)	<u>Wall to Interlock</u> (Fig. H)
90° angle, 2-way aisle	90°	9' x 18'	18'	24'	24"	60'	60'	60'
60° angle, 2-way aisle	60°	9' x 18'	20'	20'	20"	60'	56'8"	58'4"
75° angle, 1-way aisle	75°	9' x 18'	20'	20'	22"	59' 6"	57'10"	58'8"
60° angle, 1-way aisle	60°	9' x 18'	16'	16'	20"	55'	51'8"	53'4"
45° angle, 1-way aisle	45°	9' x 18'	18'	13'	18"	49'	44'4"	46'8"
45° angle, 2-way aisle	45°	9' x 18'	18'	20'	18"	49'	51'4"	53'8"
Parallel	0°	N/A	8'	N/A	22' (curb length)	N/A	N/A	N/A

Truck Dimensional Data

Additional information for pick-up truck dimensions is summarized below. A mid-size truck length can be accommodated within the proposed parking space of nine (9) feet by eighteen (18) feet. A full-size truck is approximately sixteen (16) inches short. However, in the instance where curb overhangs (landscape islands) and/or paved areas/walkways the front and rear wheel overhangs provide depth that is more than adequate to accommodate the shortage. On a GMC Canyon SLT, the length between the front of truck and face of tire is approximately 24 inches and the length between the back of truck and face of tire is approximately 30 inches.

Parking Space Size	Width	Length	
9 feet X 18 feet	108"	216"	
10 feet X 20 feet	120"	240"	
Mid-Size			
Toyota Tacoma	75.2"	212.3"	
Chevrolet Colorado	74.2-76.7"	212.7"	
Full Size			
Dodge Ram 1500	79.4"	229"	
Ford F 150	79.9"	231.9"	
Chevrolet Silverado 1500	80"	230"	
Heavy Duty/Super Duty			
Dodge Ram 2500	79.1"	Laramie	Tradesman
			259.4"
		Lariat	King Ranch
Ford 250 SD	96"		266.2"
		SV	PRO-4X
Nissan Titan XD	79.5/80.7"	242.7"	243.6"

Source: Edmunds.com 2018 Models

ORDINANCE NO. 18-07-19-

AN ORDINANCE AMENDING THE CITY OF CORINTH UNIFIED DEVELOPMENT CODE, SUBSECTION 2.09, “ZONING DEVELOPMENT REGULATIONS”, SECTION 2.09.03, “VEHICLE PARKING REGULATIONS”, BY AMENDING SUBSECTION B. “GENERAL REQUIREMENTS”, SUBSECTION 2, “PARKING SPACE DIMENSION” AND BY REPEALING FIGURES 6 THROUGH 10 OF SUBSECTION J. “PARKING SPACE DESIGN DETAILS” AND ADOPTING A NEW “FIGURE 6: PARKING SPACE CHART” AND “FIGURE 7: PARKING SPACE DIAGRAM” TO BE A PART OF SUBSECTION J “PARKING SPACE DESIGN DETAILS” OF SECTION 2.09.03 OF SUBSECTION 2.09 OF THE UDC: PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDE FOR AMENDMENTS; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR VIOLATIONS THEREOF AS MORE SPECIFICALLY SET FORTH HEREIN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

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

WHEREAS, the City adopted the Unified Development Code which specifies types of uses within all zoning districts as part of the development process; and

WHEREAS, the City has reviewed existing Vehicle Parking Regulations governing parking space dimensions and design, and has determined that adjustments to various parking space dimensions and design details are appropriate to aid with the orderly development and use of land; and

WHEREAS, the City has determined that the amendments proposed relating to parking space dimensions and design will reasonably accommodate parking and will be beneficial to the public safety and welfare; and

WHEREAS, upon review and consideration of the foregoing factors, the City Council has determined that the parking regulations 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 Section B. “General Requirements,” 2. “Parking Space Dimension” of Section 2.09.03 “Vehicle Parking Regulations” of Subsection 2.09, “Zoning Development Regulations”, of the Unified Development Code of the City is hereby amended so that Subsection 2.09.03 (B)(2) shall be and read in its entirety as follows with all other sections not specifically amended hereby remaining in full force and effect:

Section 2.09.03 Vehicle Parking Regulations

B. General Requirements

(...)

“2. Parking Space Dimension. In all zoning districts, all parking spaces shall not be less than nine feet (9’) by eighteen feet (18’).”

2.02. That Subsection J. “Parking Space Design Details”, of Section 2.09.03 “Vehicle Parking Regulations” of Subsection 2.09, “Zoning Development Regulations” of the Unified Development Code of the City is hereby amended by repealing in their entirety the following illustrations for space size and design identified as “Figure 6: 45 Degree Layout with One-Way Traffic”; “Figure 7: 45 Degree Layout with Two-Way Traffic”; “Figure 8: 60 Degree Layout with One-Way Traffic”; “Figure 9: 60 Degree Layout with Two-Way Traffic”; and “Figure 10: 90 Degree Layout”, with all other sections not specifically repealed hereby remaining in full force and effect:

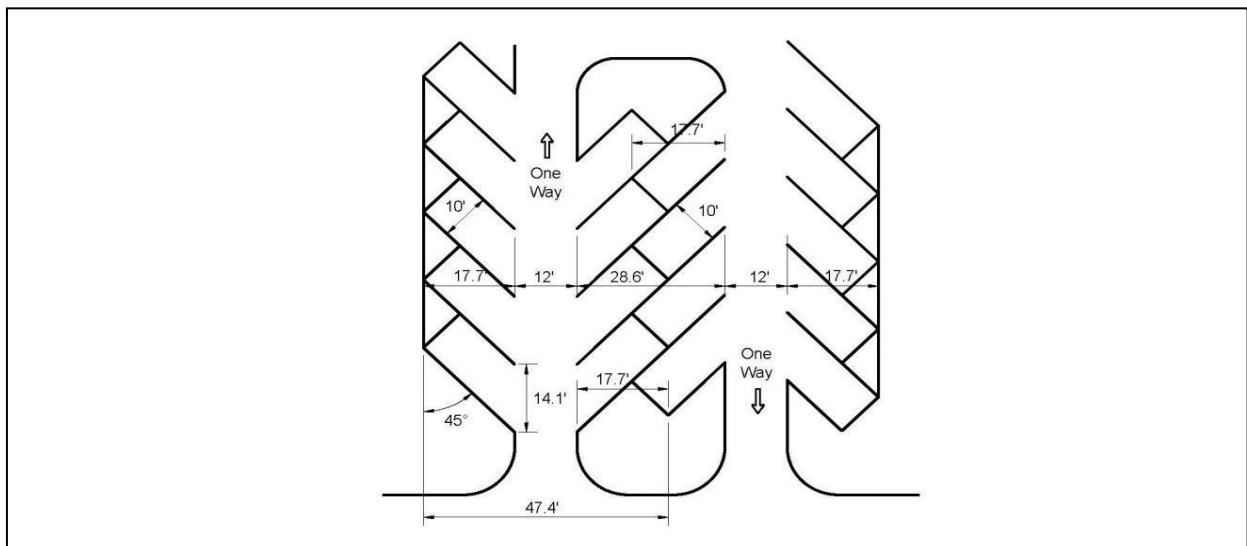


Figure 6: 45 Degree Layout with One-Way Traffic

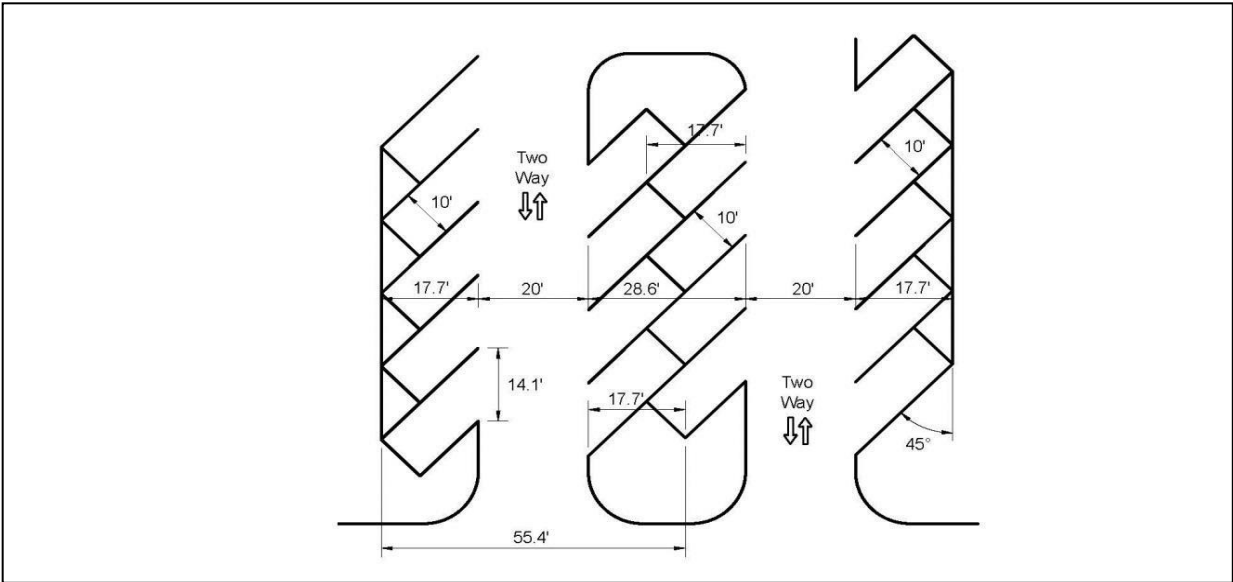


Figure 7: 45 Degree Layout with Two-Way Traffic

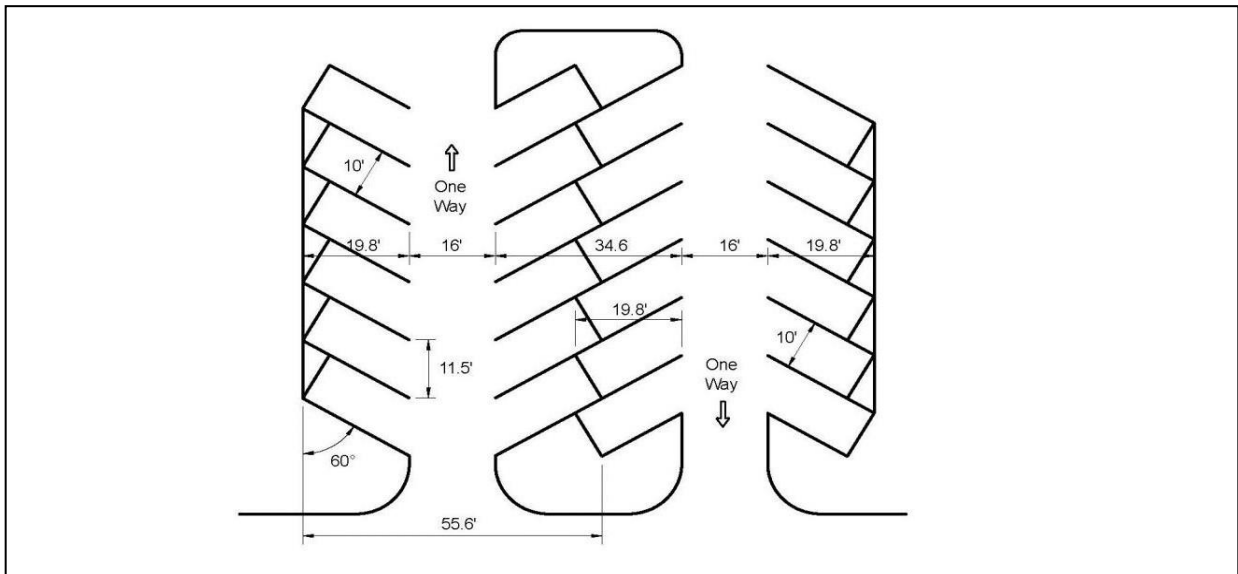


Figure 8: 60 Degree Layout with One-Way Traffic

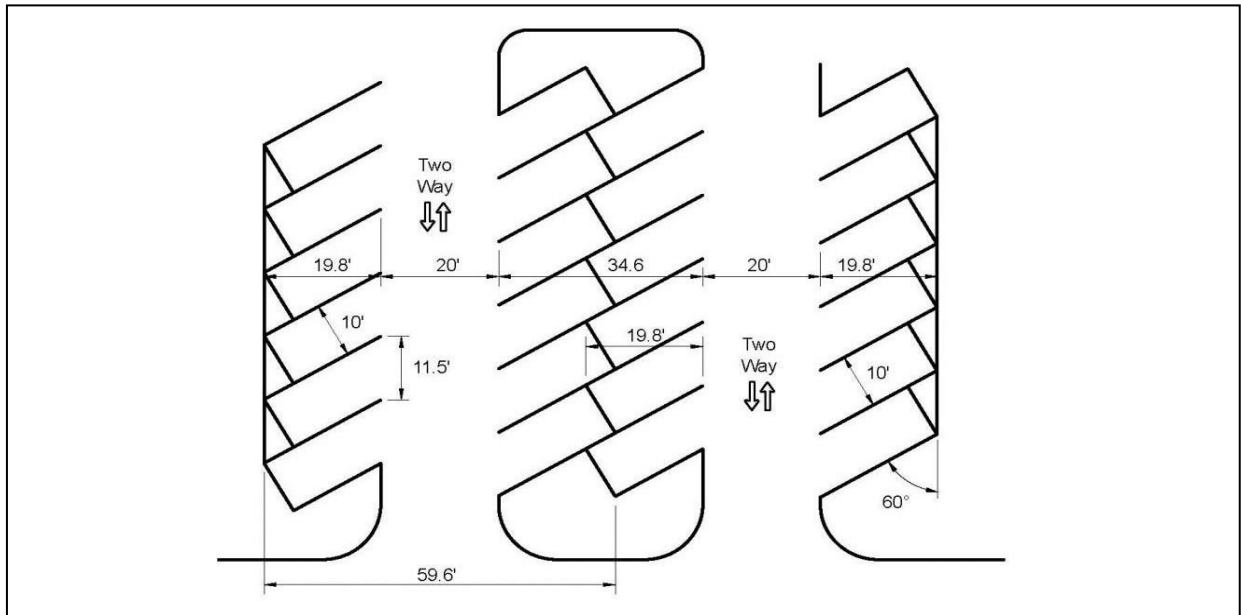


Figure 9: 60 Degree Layout with Two-Way Traffic

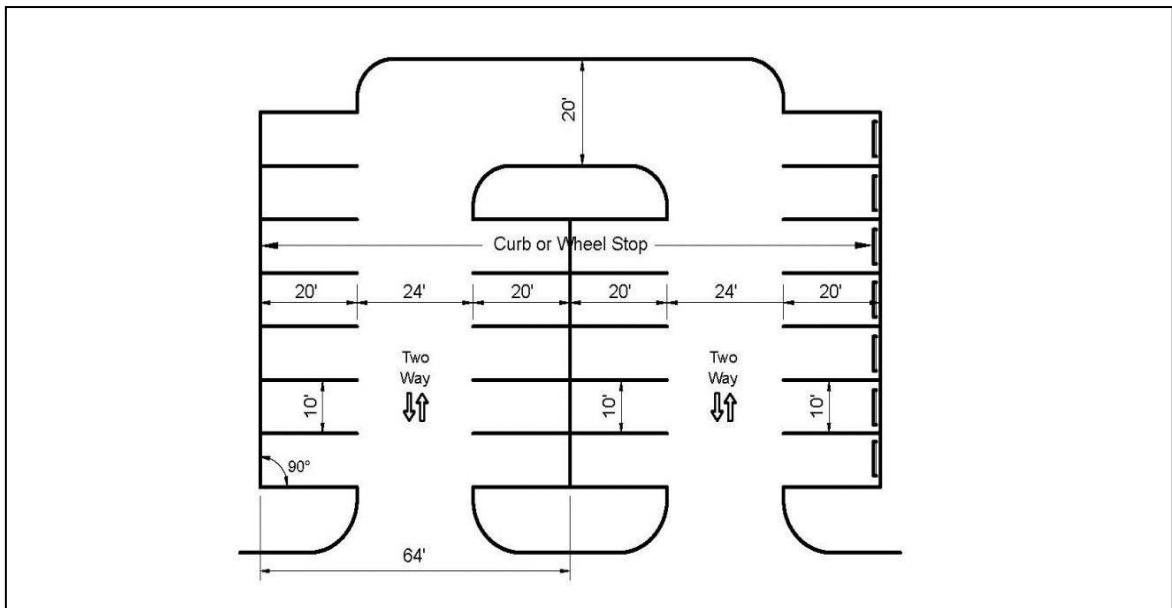


Figure 10: 90 Degree Layout

2.03. That Subsection J. “Parking Space Design Details” of Section 2.09.03 “Vehicle Parking Regulations” of the Unified Development Code is hereby amended to adopt the following “Figure 6: Parking Space Chart” and “Figure 7: Parking Space Diagram”, so that Section J, “Parking Space Design Details” shall be and read in its entirety as follows:

“J. Parking Space Design Details. Each standard off-street surface parking space size shall be in accordance with the design standards as shown on the following illustrations for space size and design.

Type of Space	Parking Angle (Fig. A)	Stall Dimensions (Fig. B)	Stall Depth (Fig. C)	Aisle Width (Fig. D)	Overhang (Fig. E)	Wall-to-Wall Width (Fig. F)	Interlock Width (Fig. G)	Wall to Interlock (Fig. H)
90° angle, 2-way aisle	90°	9' x 18'	18'	24'	24"	60'	60'	60'
60° angle, 2-way aisle	60°	9' x 18'	20'	20'	20"	60'	56'8"	58'4"
75° angle, 1-way aisle	75°	9' x 18'	20'	20'	22"	59' 6"	57'10"	58'8"
60° angle, 1-way aisle	60°	9' x 18'	16'	16'	20"	55'	51'8"	53'4"
45° angle, 1-way aisle	45°	9' x 18'	18'	13'	18"	49'	44'4"	46'8"
45° angle, 2-way aisle	45°	9' x 18'	18'	20'	18"	49'	51'4"	53'8"
Parallel	0°	N/A	8'	N/A	22' (curb length)	N/A	N/A	N/A

Figure 6: Parking Space Chart

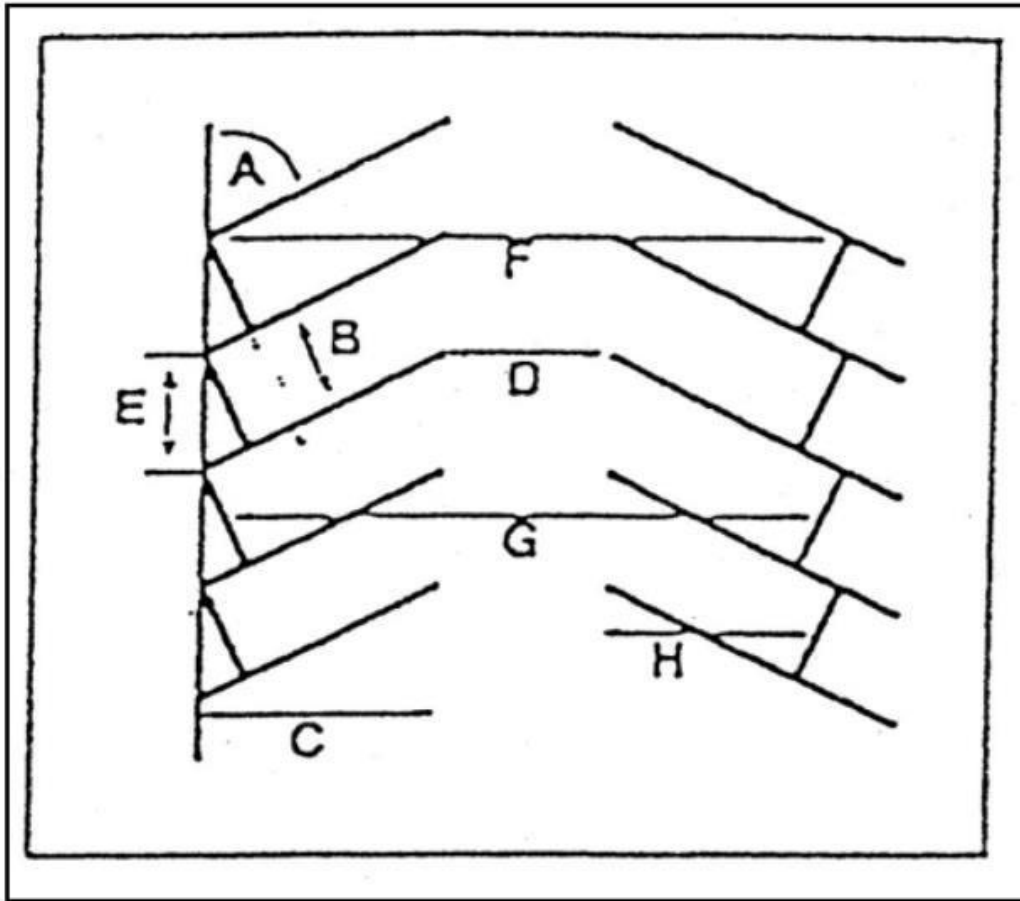


Figure 7: Parking Space Diagram”

**SECTION 3.
PENALTY**

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

**SECTION 4.
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 5.
SAVINGS**

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

**SECTION 6.
SEVERABILITY**

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

**SECTION 7.
EFFECTIVE DATE**

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

PASSED AND APPROVED THIS 19th DAY OF JULY, 2018.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Andy Messer, City Attorney

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: Appointment to the Denco Area 9-1-1 District Board of Managers

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a Resolution appointing one member to the Board of Managers of the Denco Area 9-1-1 District.

AGENDA ITEM SUMMARY/BACKGROUND

On March 15, 2018, the Denco Area 9-1-1 District requested participating municipalities nominate a representative for potential appointment to the district's board of managers. On April 19, 2018, A Resolution was brought to Council for possible nomination, at that time there was no action taken.

The following nominations wre received by the June 15, 2018 deadline.

Nominee	Nominating Municipality
Jim Carter	City of Highland Village City of Lewisville Town of Copper Canyon Town of Hickory Creek Town of North Lake Town of Trophy Club
David Terre	City of The Colony
Brandon Barth	Town of Flower Mound
Linda Hapeman	City of Denton

The Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by September 15, 2018. The nominee with the most votes will be the municipal representative appointed for the two year term beginning October 1, 2018. Resumes of each nominee are attached.

RECOMMENDATION

N/A

Attachments

- Jim Carter
- Brandon Barth
- David Terre
- Linda R. Hapeman
- Denco Area 9-1-1 District Board of Managers FY 2018
- Resolution

JIM CARTER

6101 Long Prairie Road, Suite 744-110 (817) 239-7791

Flower Mound, Texas 75028

jim.carter@icloud.com

EDUCATION

College Degree:

University of Georgia, B.B.A. Finance

Post Graduate:

Georgia Tech, University of Tennessee, University of Michigan,
Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance

General Motors Corporation

Vice-President

Frito-Lay, Inc., International – Domestic Development

President, C.E.O

Mercantile Corporation

Responsible for 3 Banks, developed 2,000 prime commercial
acres in Fort Worth adjacent to I-35W

Current: Principal

James P. Carter & Associates – Consultant & Mediator

To large/small business and governmental entities

Professional Licenses

Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor

Trophy Club, Texas – 14 years

Municipal Court Judge

Trophy Club, Texas – 12 years

County Commissioner

Denton County, Texas – 8 years

Vice President

Texas Association of Counties

President

Denton County Emergency Services District #1

Fire and Emergency Medical over 56 square miles

Serving 5 municipalities: (Argyle, Bartonville, Bopper
Canyon, Corral City and Northlake);

Lantana Freshwater Supply Districts #6 and #7
and rural areas of Denton County

Texas State Board Member

SAFE-D – Train firefighter, EMTs, and paramedic

Board Member Denco 911

Emergency telecommunications system that assists its
member jurisdictions in responding to police, fire and
medical emergency calls - 4 years.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President's Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee
American Heart Association	Board of Directors
Missions to Guatemala	Bring clean water to remote villages

BUSINESS ORGANIZATIONS

North Texas Council of Governments	Transportation Board
Fort Worth Chamber of Commerce	Chairman, North Area Chamber Annual Golf Tournament Economic Development Council Governmental Affairs Committee
Texas Alliance for Growth Greater Fort Worth Area	Legislative Committee
Northeast Leadership Forum	Board of Directors, Chairman Mayors Forum, Chairman Legislative Committee
Metroport Partnership	Founding Member and Chairman
Northwest Community Partners	Founding Member, Chairman Board of Directors
Industrial Developer Association	Developer Representative

Military Service

United States Naval Reserve

Honors: Who's Who in the South and Southwest, Who's Who in U.S. Executives

Brandon Barth

PROFILE SUMMARY

Results-oriented, dependable self-starter who is knowledgeable of and experienced in media relations, customer service, safety, and hazardous materials work in a fast-paced, high-stress environment. Exhibits superior communication and multi-tasking skills with an acute attention to detail.

EDUCATION

Bachelor of Business Administration, International Business

Georgia College & State University, Milledgeville, GA, May 2007

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Town of Flower Mound, TX

March 2014-Present

Emergency Management Officer

- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Emergency Operations Plan. Plans the Town's response to disasters and ensures that all entities are able to respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Trains and coordinates activities in preparing for or responding to disaster situations with all Town departments, neighboring communities, schools, hospitals, and public and private agencies
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Responsible for ensuring operability of outdoor warning and other Town emergency communication systems.
- Serves as liaison with community, state and federal authorities concerned with disaster planning and response.
- Serves as one of the fire department's Fire Investigators
- Maintains certification as a State of Texas Firefighter and National Registry Emergency Medical Technician
- Coordinates the fire department's Citizen Fire Academy
- Serves as a Public Information Officer

Allied International Emergency, Fort Worth, TX

September 2013-March 2014

Operations Manager

- Managed the daily operations of the company's Fort Worth/Corporate branch.
- Oversaw multiple hazardous materials and environmental remediation projects daily (500+ annually) in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during an emergency response.

Brandon Barth

Allied International Emergency, Fort Worth, TX

May 2011-September 2013

Project Manager

- Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
- Supervised projects through the emergency response, mitigation, remediation, and closure phases.
- Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
- Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
- Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
- Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted sampling of water, air, and soil to determine potential contamination.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.
- Wrote policies for new hires to the company.

Baldwin County Fire Rescue, Milledgeville, GA

January 2007-March 2011

Full-time Firefighter/Public Information Officer

As the department's Public Information Officer, responsibilities include:

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those writing reports.
- Interacted with members of the community in both emergency and non-emergency settings; requiring a unique set of customer service skills.
- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted in the development of presentations to the County Commissioners as well as the County Manager on behalf of the Fire Chief.
- Provided public service announcements to the public through the use of various media platforms.
- Assisted with grant and compliance research on behalf of the executive staff.

Brandon Barth

As a Firefighter, responsibilities include:

- Worked 24 hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
 - Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
 - Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
 - Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1
 - Provided fire safety demonstrations and classes to children in the local school system.
 - Wrote detailed incident reports based on the National Fire Incident Reporting System format.
 - Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
 - Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
- Recognition: Awarded Firefighter of the Year for 2008-2009.

Baldwin County Fire Rescue, Milledgeville, GA

January 2005-January 2007

Part-time/Volunteer Firefighter

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in excess of 80% of emergency calls and training drills and responded to emergencies via notification by pager.

David Terre
3941 Teal Cove
The Colony, Texas 75056
972 740-4526

EDUCATION

Moberly Community College (2 Years)

Drake University

Earned a BS Degree in Business Administration and a Minor in Economics

EMPLOYMENT HISTORY

Enjoyed a wonderful 46 year career working for Wilson Sporting Goods; rose through the ranks to become VP of Sales responsible for all domestic sales. Along the way, also managed European Sales Operations while living in Germany; worked in marketing, coordinating successful new product introductions; and, also managed West Coast Distribution Operations.

THE COLONY PLANNING and ZONING COMMISSION

Served 3 years- 2008 thru 2011 as a member and Vice Chair of the board.

THE COLONY CITY COUNCIL

- Elected in 2011 and received the honor of being elected Mayor Pro Tem during my first term.
- In 2012 appointed to the Local Development Corporation Board of Directors to oversee Grandscape (Nebraska Furniture Mart) Development.
- In 2013 became the first Council Member from The Colony to ever be elected to Denton County Tax Appraisal District Board of Directors.
- Was reelected in 2014 to a second term on council, receiving 71% of the total vote in a three candidate race.

HONORS RECEIVED

1982 Drake University Basketball Hall of Fame

1994 Moberly Community College Basketball Hall of Fame

1995-2003 Three-time Senior Olympics Gold Medal Winner playing for the USA Basketball Team

1999 Received Wilson Wall of Fame Honor

2007 Selected as Moberly Community College Outstanding Alumni of The Year

2013 Received Washington High School Hall of Honor Award

Why I believe I am uniquely qualified and very much desire to continue serving on the Denton Appraisal District Board of Directors:

- Throughout my life I have served in leadership positions, particularly during my Wilson career and my City Council work. My formula for success has always been to work hard, stay organized, use common sense and live by the Golden Rule.
- I have enjoyed serving on this Board and I believe I have made significant contributions during my two terms. Based on my experience and performance, I am asking for your votes so I can win reelection to a third term. Thank you for your consideration of this request.

ACCOMPLISHMENTS

During my 1st two year term I have worked with my fellow Board Members to achieve the following meaningful results:

1. Make sure we have a Quorum and I personally am able to contribute to each Board of Directors meeting by being there.
2. Help develop Annual Operating Budget and ensure that spending stays within budgeted funds while always looking for opportunities to save on expenses.
3. Participate in the development and actual evaluation of the Chief Appraisal Officer each year.
4. To better serve all Denton County property owners. We have opened an offsite location in the Lewisville Career Center so that folks who live or work in that area can go to an alternate location as opposed to driving all the way to Denton to file a property tax protest.
5. We have also started an online service that permits property owners to file property tax protest electronically. Thus eliminating the need to have to drive to our Denton location and file in person.
6. To improve employee morale, we have implemented a structured very successful flex work schedule for ALL employees.

If you have any questions or desire additional information, please contact me by phone @972-740-4526 or via email terre.david@yahoo.com

**Linda R. Hapeman
Denton TX**

First and foremost, I am a proud mom and a proud Denton resident since 1980 when I moved from Athens, Tennessee. In my free time I enjoy volunteering with Keep Denton Beautiful and I vote regularly in all local, state and federal elections.

Since 2007, I have served as Safety, Security & Training Manager for Denton County Transportation Authority, Bus Operations. My duties include accident and incident investigation and emergency response program management. In 2016, I was invited to become an Associate Instructor for the Transportation Safety Institute under the Department of Transportation, traveling to transit agencies throughout the U.S. and provide emergency management instruction.

I serve on the Denton Emergency Preparedness Advisory Council (DEPAC). As DCTA Safety Manager, I had the responsibility of coordinating drill activities for DCTA as we hosted the 2018 Denton Emergency Management Full Scale Disaster Drill at the Downtown Denton Transit Center. I am honored to serve Denco 9-1-1.

Linda R. Hapeman
Denton, Texas

Offering 25 Years Transportation Management Experience

Well qualified U.S. DOT certified, transportation safety and emergency management professional currently serving as Safety, Security & Training Manager for Denton County Transportation Authority Bus Operations.

Areas of strength include:

- * FTA, FHWA and OSHA Regulation
- * Worker's Compensation
- * Accident Investigation
- * ADA Policy
- * DOT Substance Abuse Program Management
- * Human Resource Requirements
- * Risk Management
- * Transit Emergency Management

Work History

Associate Staff Member
Transportation Safety Institute 2016-Current

Safety, Security & Training Manager
Transit Management of Denton County - Denton, TX 2002-Current

Safety Coordinator
El Paso Los Angeles Limousine – El Paso, TX 2001-2003

Director of Transportation
Jacksonville I.S.D. – Jacksonville, TX 2000-2001

Branch Manager
Laidlaw Inc. – McKinney, TX 1998-2000

Special Needs Coordinator
Denton I.S.D. – Denton, TX 1985-1999

Certifications
Transportation Safety & Security Profession Certification
TSSP

Education
University of North Texas
Transportation Safety Institute

Denco Area 9-1-1 District Board of Managers FY2018

Jack Miller, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2000
- Term expires September 2018
- Former mayor and council member of Denton
- Self-employed as a human resource manager

Sue Tejml, Vice Chair

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2019
- Mayor, Town of Copper Canyon
- Attorney at Law

Chief Terry McGrath, Secretary

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2019
- Assistant Fire Chief, City of Lewisville

Jim Carter

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2018
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Bill Lawrence

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2019
- Former Mayor of Highland Village
- Businessman, Highland Village

Rob McGee

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2012
- Serves until replaced by telephone company
- Manager, Region Network Reliability, Verizon

All voting members serve two-year terms and are eligible for re-appointment.

Resolution No. 18-07-19-

A RESOLUTION FOR THE APPOINTMENT ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

Section 1

The City of Corinth hereby votes for _____ as a member of the Board of Managers of the Denco Area 9-1-1 District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the ____ day of _____, 2018.

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Kimberly Pence, City Secretary

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: Code of Ethics Ordinance

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Ordinance of the City of Corinth repealing existing Chapter 39, Code of Ethics, of Title III, Administration, of the Code of Ordinances of the City and adopting a new Chapter 39, Code of Ethics, with provisions applicable to City Officials, both current and former, Vendors and Complainants; providing External Remedies for Frivolous Complaints; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

The Ethics Commission Board has had several meetings since January along with the UTA graduate Capstone students to assist in updating the existing Code of Ethics Ordinance. The City's Code of Ethics Ordinance has not been updated since 2005. The students surveyed a number of cities to guide their recommendations. The Ordinance covers gifts, conflicts of interest, and travel. The travel stipulates reimbursement based on receipts not to exceed the GSA schedule for Texas.

The Ethics Commission Board along with the students established procedures, recommended areas for improvement and incorporated a training/education component.

They also looked at an independent ethics and compliance hotline. A company that was discussed was Red Flag Reporting. Red Flag Reporting is a systematic program that promotes safe and ethical behavior in the workplace through on-going communications, telephone hotline and web portal that allows individuals to speak up anonymously or not when unsafe or unethical activity is noted.

RECOMMENDATION

Staff recommends approval of Ordinance No. 18-07-19 -

Attachments

Code of Ethics Ordinance 05-04-07-10

Ethics Training Powerpoint

Red Flag Reporting Proposal

Amended Code of Ethics Ordinance

Travel and Training Policy

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ORDINANCE NO. 05-04-07-10

CODE OF ETHICS

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ADOPTING A CODE OF ETHICS APPLICABLE TO OFFICERS AND ADVISORY BOARD MEMBERS WITHIN THE CITY; PROVIDING STANDARDS OF CONDUCT FOR SUCH OFFICERS, AND ADVISORY BOARD MEMBERS; REQUIRING THE DISCLOSURE OF CONFLICTS OF INTEREST; PROVIDING FOR THE RENDERING OF ADVISORY OPINIONS BY THE CITY ATTORNEY; PROVIDING FOR ENFORCEMENT AND PENALTIES FOR VIOLATIONS HEREOF; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Corinth deems it necessary and advisable to adopt a Code of Ethics applicable to the conduct of officers and advisory board members while acting in their official capacities in representing the City of Corinth.

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

SECTION 1

DECLARATION OF POLICY

It is hereby declared to be the policy of the City of Corinth that the proper operation of democratic government requires that public officials and employees be independent, impartial and responsible only to the people of the city; that governmental decisions and policy should be made in the proper channels of the governmental structure; that no officer or member of any advisory board, commission or committee should have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest; that the public office and public employment are positions of public trust imposing the duty of a fiduciary upon all officeholders, who are not to use their public position for personal gain, and that the public should have confidence in the integrity of its government. To implement such a policy, the city council deems it advisable to enact this code of ethics for all officers and advisory board members, whether elected or appointed, paid or unpaid, to serve not only as a guide for official conduct of the city's public servants, but also as a basis for discipline for those who refuse to abide by its terms. This code of ethics is cumulative of other ordinances, city charter provisions and state statutes defining and prohibiting conflicts of interest.

SECTION 2

DEFINITIONS

For the purposes of this code of ethics the following words and phrases shall have the meanings ascribed to them by this section.

Advisory board shall mean an advisory board, commission or committee of the city.

55 **Business Entity** shall mean a sole proprietorship, partnership, firm, corporation, association,
56 holding company, jointstock company, receivership, trust, or any other entity recognized by law.

57
58 **Knowingly.** A person acts knowingly, or with knowledge, with respect to the nature of his or her
59 conduct or to circumstances surrounding his or her conduct when he is aware of the nature of his or her
60 conduct or that the circumstances exist. A person acts knowing, or with knowledge, with respect to a
61 result of his or her conduct when he is aware that his or her conduct is reasonably certain to cause the
62 result.

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64 **Officer** shall mean any member of the city council and any member of an advisory board,
65 commission or committee established by ordinance, charter or state law; provided, no member of an
66 advisory board shall be deemed an officer of the city.

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68 **Substantial interest.**

- 69 A. A person has a substantial interest in a business entity if:
 - 70 1. The interest is ownership of ten (10) percent or more of the voting stock or shares
 - 71 of the business entity or ownership of either ten (10) percent or more or fifteen
 - 72 thousand dollars (\$15,000.00) or more of the fair market value of the business
 - 73 entity (see Section 171.002, Texas Local Government Code); or
 - 74 2. Funds received by the person from the business entity exceed ten (10) percent of
 - 75 the person's gross income for the previous year (see Section 171.002, Texas
 - 76 Local Government Code); or
 - 77 3. The person holds a position of member of the board of directors or other governing
 - 78 board of the business entity; or
 - 79 4. The person serves as an elected officer of the business entity; or
 - 80 5. The person is an employee of the business entity; or
 - 81 6. The person is a creditor, debtor or guarantor of the business entity in the amount
 - 82 of five thousand dollars (\$5,000.00) or more; or
 - 83 7. Property of the person has been pledged to the business entity or is subject to a
 - 84 lien in favor of the business entity in the amount of five thousand dollars
 - 85 (\$5,000.00) or more.
- 86 B. A person does not have a substantial interest in a business entity if:
 - 87 1. The person holds a position as a member of the board of directors or other
 - 88 governing board of a business entity; and
 - 89 2. The person has been designated by the city council to serve on such advisory
 - 90 board; and
 - 91 3. The person receives no remuneration, either directly or indirectly, for his or her
 - 92 service on such board; and
 - 93 4. The primary nature of the business entity is either charitable, nonprofit or
 - 94 governmental.
- 95 C. A person has a substantial interest in real property if the interest is an equitable or legal
- 96 ownership interest with a fair market value of two thousand five hundred dollars
- 97 ((\$2,500.00) or more (see Section 171.002, Texas Local Government Code).
- 98 D. A person has a substantial interest under this ordinance if the person's spouse or a
- 99 person related to the person in the first degree by consanguinity or affinity has a
- 100 substantial interest under this ordinance (see Section 171.002, Texas Local Government
- 101 Code). A person is related in the first degree by consanguinity to his or her father,
- 102 mother, brother, sister, son or daughter. A person is related in the first degree by affinity
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to his or her father-in-law, mother-in-law, brother's spouse, sister's spouse, son-in-law or daughter-in-law.

SECTION 3

STANDARDS OF CONDUCT

- A. No city officer, advisory board member or candidate for city council shall knowingly:
1. Accept or solicit any gift, favor, service or thing that might reasonably tend to influence him in the discharge of his or her official duties. This prohibition shall not apply to:
 - i. An occasional non-pecuniary gift, insignificant in value; or
 - ii. An award publicly presented in recognition of public service; or
 - iii. Any gift which would not have been offered or given to him if he were not a city officer or advisory board member, or their spouses.
 2. Grant in the discharge of his or her official duties any improper favor, service or thing of value to any person, group or business entity;
 3. Accept or solicit any gift, favor, service or thing of value, including a promise of future employment, of sufficient economic value that it might reasonably tend to influence him, in the discharge of his or her official duties, from any person, group or business entity:
 - i. Who is licensed or has a substantial interest in any business entity that is licensed by any city department, agency, commission or advisory board on which the city officer or advisory board member serves; or
 - ii. Who has a financial interest in any proposed ordinance or decision upon which the city officer or advisory board member may or must act or make a recommendation; provided, however, that any city officer or advisory board member and their spouses, may accept travel and related expenses to attend ceremonial functions, provided that such acceptance and attendance have been approved by the city council prior to the occurrence of the ceremonial function.
 4. Knowingly disclose any confidential information gained by reason of the position of the officer or advisory board member concerning the property, operations, policies or affairs of the city, or use of such confidential information to advance any personal interest, financial or otherwise, of such officer or advisory board member, or others. This subparagraph 4 shall not preclude disclosure of such confidential information in connection with any investigation or proceeding regarding whether there has been a violation of the standards of conduct set forth in this code.
 5. Use one's position or office of employment or city facilities, personnel, equipment or supplies to secure special privileges or exemptions for himself or others or for the private gain of the city officer, advisory board member or his or her spouse.
 6. Engage in any exchange, purchase or sale of property, goods or services with the city except:
 - i. Rendering services to the city as an officer or advisory board member;
 - ii. Paying taxes, fines, utility service or filing fees;
 - iii. Executing and performing any developer's agreement or plat in compliance with laws and regulations applicable to any person; provided, however, that if any city ordinance, rule or regulation allows any discretion by the appropriate officers of the city in the interpretation or enforcement of such ordinance, rule or regulation, any such discretion shall be exercised in favor of the city in connection with any such developer's agreement or plat;
 - iv. Advisory board members who are not otherwise officers of the city, may engage in any exchange, purchase or sale of property, goods or services

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with the city, or enter into a contract with the city, provided that the advisory board on which they are a member has no advisory function or cognizance, direct or indirect, present or prospective, with respect to the transaction in which such advisory board member engages or proposes to engage.

- 7. Hold himself or herself out as representing the city in any capacity other than that for which he/she was appointed or elected.
- 8. Engage in or accept private employment or render a service when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independent judgment in the performance of his or her official duties.
- 9. Make or permit the unauthorized use of city owned vehicles, equipment, materials or property.
- 10. Grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.
- 11. After termination of service with the city, appear before any advisory board or commission of the city in relation to any case, proceeding or application in which he or she personally participated or which was under his or her active consideration, during the period of his or her service with the city.
- 12. Transact any business in his or her official capacity with the city with a business entity in which he or she has a substantial interest.
- 13. Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the city or that reflects discredit upon the government of the city.
- 14. Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of city ordinances, rules or regulations or the achievement of official city programs.

B. No member of the city council shall knowingly represent, directly or indirectly, any person, group or business entity:

- 1. Before the city council or any department, agency, advisory board or commission of the city;
- 2. In any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, advisory board or commission thereof is a party; or
- 3. In any action or proceeding in the municipal courts of the city which was instituted by a city officer or employee in the course of his or her official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.

C. No member of a city advisory board or commission shall knowingly represent, directly or indirectly, any person, group or business entity:

- 1. Before the city council or the advisory board or commission of which he or she is a member;
- 2. Before a advisory board or commission which has appellate jurisdiction over the advisory board or commission of which he or she is a member;
- 3. In any action or proceeding against the interests of the city or in any litigation in which the city or in any litigation in which the city or any department, agency, advisory board or commission thereof is a party; or
- 4. In any action or proceeding in the municipal courts of the city which was instituted by a city officer or employee in the course of his or her official duties, or a criminal proceeding in which any city officer or employee is a material witness for the prosecution.

D. The restrictions in this section do not prohibit a member of a city advisory board or commission (other than city council), or his or her spouse, appearing before the city council or a city department, agency, advisory board or commission to represent himself or herself in a matter affecting his or her property; provided, however, that no such

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- person, or his or her spouse, shall appear before the advisory board or commission of which he or she is a member.
- E. The restrictions in this section do not apply to business associates of officers or advisory board members, but only personally to the officers and advisory board members themselves.
 - F. Election Period:
 - 1. All candidates for city office are encouraged to voluntarily comply with the Fair Campaign Practices Act, Chapter 258 of the Texas Election Code. The city will provide appropriate forms to each candidate.
 - 2. A candidate for city election will not use the city logo or the city letterhead in any of their campaign material, advertising, or solicitations. The council may authorize the city attorney to take civil action against the violator for using copyrighted logos belonging to the city and may seek damages therein, and a current elected official in the City of Corinth, running for office, is subject to sanctions up to and including public censure by the council.
 - 3. A citizen running for office who uses copyrighted materials belonging to the city during an election may also be pursued, via civil action upon council authorization, by the city attorney and may be subject to civil damages.

SECTION 4

DISCLOSURE OF INTEREST

- A. If any city officer or advisory board member has a substantial interest in a business entity or real property involved in any decision pending before such officer or advisory board member, or the body of which he or she is a member, such officer or advisory board member shall disclose such interest as provided in paragraph C below and shall not, except as provided in paragraph B below, discuss the substance of the matter at any time with any other member of the advisory board of which he is a member or any other body which will vote on or otherwise participate in the consideration of the matter.
- B. If any of the following interests are involved in any decision pending before any city officer or advisory board member, or the body of which he is a member, such officer or advisory board member must disclose such interest as provided in paragraph C below, but he shall be permitted to vote on and participate in the consideration of such matter:
 - 1. A decision concerning a bank or other financial institution from which the officer or advisory board member has a home mortgage, automobile loan, or other installment loan, if the loan is not currently in default, was originally for a term of more than 2 years and cannot be accelerated except for failure to make payments according to the terms thereof;
 - 2. A decision concerning a bank or other financial institution in which the officer or advisory board member holds a savings account, checking account or certificate of deposit and which is fully insured by the U.S. government or an agency thereof;
 - 3. A decision concerning a business entity with which the officer, employee, or advisory board member has a retail or credit card account;
 - 4. A decision concerning the approval of substitution of collateral by a city depository bank;
 - 5. A decision concerning real property in which the officer or advisory board member has a substantial interest if it is not reasonably foreseeable that such decision would have a special economic effect on the value of the property, distinguishable from the effect on the public (see Section 171.004, Texas Local Government Code).
- C. A city officer or advisory board member shall disclose the existence of any substantial interest in a business entity or real property involved in any decision pending before such

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officer or advisory board member, or the body of which he is a member. To comply with this paragraph, a city officer or advisory board member shall, prior to any discussion or determination of the matter, either file an affidavit of disclosure as required by Section 171.004 of the Texas Local Government Code or, if not so required, shall publicly disclose in the official records of the body or of the city secretary the nature of the interest.

- D. An officer or advisory board member is not required to file an affidavit and abstain from participation in a matter if a majority of the members of the body of which he or she is a member is composed of persons who are likewise required to file affidavits of similar interests on the same official action (See Section 171.004(c), Texas Local Government Code)

SECTION 5

ENFORCEMENT

- A. The city council shall have the primary responsibility for the enforcement of this code.
 - 1. The city council may direct the City Manager's Office to receive any complaints that arise from violations of this code.
 - 2. The City Manager will be responsible for notifying the City Council within 72 hours after any complaint is received.
 - 3. The city council may direct the city attorney to investigate or prosecute any apparent violation of the code or it may employ or appoint any qualified attorney to investigate or prosecute any violation or series of violations of this code by one or more persons. At the direction of the city council, the city attorney shall have the power to investigate any complaint, to initiate any suit, and to prosecute any action on behalf of the city where such action is appropriate.
 - 4. The City Council may also direct that the complaint be reviewed by the City of Corinth Ethics Commission.
- D. Any person who believes that a violation of any portion of the code has occurred may file a complaint with the City Managers Office who may then proceed as provided in paragraph "A" above. Should the complaint involve the City Manager, then the complaint will be presented to the city council. However, nothing in this code shall be construed to prevent any complainant from instituting direct legal action through the appropriate judicial authority.
- E. The Corinth Ethics Commission will be an appointed advisory board and will serve as follows:
 - 1. The advisory board will consist of Five Members;
 - 2. Will be appointed by the City Council for a term of Two Years and will have staggered terms;
 - 3. Candidates for the advisory board will be named by the Mayor and will be approved by majority vote of the city council;
 - 4. Members of this advisory board may not hold an elected municipal office within the City of Corinth and may not serve on any other advisory board or commission within the City of Corinth;
 - 5. The advisory board will establish a Standard Operating Procedure for reviewing complaints, which will be approved by a majority vote of the city council;
 - 6. The City of Corinth Ethics Commission will be accountable to the Mayor and City Council.

SECTION 6

ADVISORY OPINIONS

- A. Where any officer or advisory board member has a doubt as to the applicability of any provision of this code to a particular situation, or as to the definition of terms used herein, he may apply to the city attorney for an advisory opinion. The officer or advisory board member shall have the opportunity to present his or her interpretation of the facts at issue and of the applicability of provisions of the code before such advisory opinion is made.
- B. Until amended or revoked, any advisory opinion shall be binding on the city, the city council, and the city attorney in any subsequent actions concerning the public officer, or advisory board member who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. Such opinion shall not be binding in any action initiated by any private citizen.

SECTION 7

SANCTIONS OR PENALTIES

- A. Criminal violations of this policy will be submitted to the District Attorney's Office, after a review by the City Attorney, which will have sole responsibility to determine the appropriate penalties.
- B. Complaints against council members or advisory board members that are deemed to be valid, non-criminal in nature, and a violation of this policy will have a recommended action by the Ethics Commission; the council, in open session, will affirm that action by majority vote **OR** take the action that it deems appropriate by majority vote. The following are recommended administrative sanctions:
 - 1. No action, based on the circumstances and/or a first violation
 - 2. Verbal censure in open session
 - 3. Written censure in open session
- C. Complaints against advisory board members appointed by council may have the additional sanction of being removed from that advisory board by a majority vote of the council.
- D. Any contract or transaction which was the subject of an official act or action of the city in which there is an interest prohibited by this code, or which involved the violation of a provision of this code, shall be voidable at the option of the City Council.
- E. Violation of this policy by any candidate for office shall be punishable by a fine in accordance with the general penalty provision found in Section 10.99 of the City code. Each day that a violation is permitted to exist shall constitute a separate offence punishable by the above enumerated fine.

SECTION 8

INVESTIGATIVE RESPONSIBILITIES

- A. All complaints made against a councilmember(s) or advisory board member(s) with a potential violation of criminal statutes should be referred to the city attorney for review. If warranted, the city attorney should be given responsibility to refer such criminal complaints to the District Attorney for possible action. The city attorney shall advise the city manager and the council in writing of his action. Should the city attorney find no criminal aspects in the complaint, he will refer the complaint as noted below in paragraph B.
- B. Complaints of a non-criminal nature made against a councilmember(s) or advisory board member(s) that violate this policy should be reviewed by the City of Corinth Ethics

Commission. The Ethics Commission shall advise the city manager and the city council in writing of its findings and recommendations. This review should be completed within a specified and reasonable time limit. - *Doesn't say what reasonable amount of time?*

SECTION 9

TEXAS STATUTES

Elected officials and appointed officials, advisory boards and commissions must adhere to the following Texas statutes:

Civil Statutes

- Open Meetings Act (Tex. Gov't. Code, Ann. Ch. 551)
- Public Information Act/Open Records Act (Tex. Gov't Code. Ann. Ch. 552)
- Conflicts of Interest (Tex. Loc. Gov't Code, Ch. 171)
- Official Misconduct (Tex. Penal Code, Ch. 36, Ch. 39)
- Nepotism (Tex. Rev. Civ. Stat. Ann., arts. 5996a & 5996b)
- Whistleblower Protection (Tex. Rev. Civ. Stat. Ann., art. 6552-16a)
- Competitive Bidding and Procurement (Tex Loc. Gov't. Code, Ch 252)

State Penal Laws

- Bribery (Tex. Penal Code, 36.02)
- Coercion of Public Servant or Voter (Tex. Penal Code, §36.03)
- Improper Influence (Tex. Penal Code §36.04)
- Tampering with a Witness (Tex. Penal Code §36.05)
- Retaliation (Tex. Penal Code §36.06)
- Gifts to Public Officials (Tex. Penal Code §36.08)
- Offering Gift to Public Servant (Tex. Penal Code §36.09)
- Abuse of Office (Tex. Penal Code, Chapter 39)
- Official Misconduct (Tex. Penal Code §36.02)
- Official Oppression (Tex. Penal Code §39.03)
- Misuse of Official Information (Tex. Penal Code §39.06)

SECTION 10

The city secretary shall cause a copy of this code of ethics to be distributed to every officer and advisory board member of the city within thirty (30) days after enactment of this code. Each officer and advisory board member thereafter elected or appointed shall be furnished a copy before entering upon the duties of his or her office. A copy of this code of ethics will be provided to each candidate running for municipal office.

SECTION 11

This ordinance shall be cumulative of all provisions of ordinances of the City of Corinth, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which even the conflicting provisions of such ordinances are hereby repealed.

SECTION 12

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and selections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared

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unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 13

The City Secretary of the City of Corinth is hereby authorized to publish this ordinance in book or pamphlet form for general distribution among the public, and the operative provisions of this ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof.

SECTION 14

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON THIS 7th DAY OF April, 2005



Victory Burgess
MAYOR

ATTEST:
Kimberly Pence
CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:
Robert M. Allen
CITY ATTORNEY
DATE: _____
ADOPTED: _____
EFFECTIVE: _____

Code of Ethics

CORINTH CITY HALL

WELCOME TO
CORINTH
2018

Compliance Education



This presentation is intended to familiarize you with the City of Corinth's Code of Ethics Ordinance governing your conduct.

The purpose of the Code of Ethics is to uphold and support standards of personal honesty and integrity to be consistent with the goals and expectations of our community.

Applicable to: City Officials; Economic Development Corporation; Finance Audit Committee; Board of Construction Appeals; Keep Corinth Beautiful; Former City Officials; and Vendors.

This should not be considered exhaustive of the Code of Ethics expected of a public servant.

Framework



The elements surrounding the Code of Ethics connects the framework that is crucial to achieving our vision and representative of our core values.

Subject Areas



- ◇ Standards of Conduct
- ◇ Conflict of Interest
- ◇ Acceptance of Gifts
- ◇ Reporting System
- ◇ Enforcement

Standards of Conduct



- ◇ Properly use and protect City resources, materials, equipment, and assets
- ◇ Use good judgement and follow organizational policies for business travel and reporting
- ◇ Prepare and maintain accurate and complete financial and other records
- ◇ Transparency
- ◇ Social Media - Do not reference or associate the City to promote outside business ventures, political campaigns, or religious causes

Conflict of Interest

Outside activities or relationships that influence--- or could appear to influence your judgement and/or decisions on behalf of the City.

Potential Conflicts of Interest

- ◇ Outside employment or board membership
- ◇ Endorsements and testimonials
- ◇ Financial interests
- ◇ Improper Influence
- ◇ Business relationship to relatives

Disclosure of such conflicts must be filed with the City Secretary.



Acceptance of Gifts



It is a violation to accept any gift in market value of \$100.00 or greater and/or accept multiple gifts from a single source exceeding \$100.00 in a single fiscal year.

This includes anything of monetary value, such as personal property, real property, services, meals, entertainment, and travel expenses. Acceptance of such gifts may give the *appearance* of preferential treatment in the course of doing business.

It is important to inform vendors and others of this policy, and the reasons it was adopted. Gifts of food that may arrive surrounding holidays belong to the entire staff, even if addressed to an individual.

Duty to Report

City Officials shall immediately report any conduct that the person knows to be a violation of this ordinance. Failure to report, is also a violation.

All Candidates for City Council, including Candidates for Mayor, shall file financial information reports as required by, and in accordance with, State law. All prospective Vendors and City Officials shall file disclosure forms as required by, and in accordance with, State law.



Reporting System

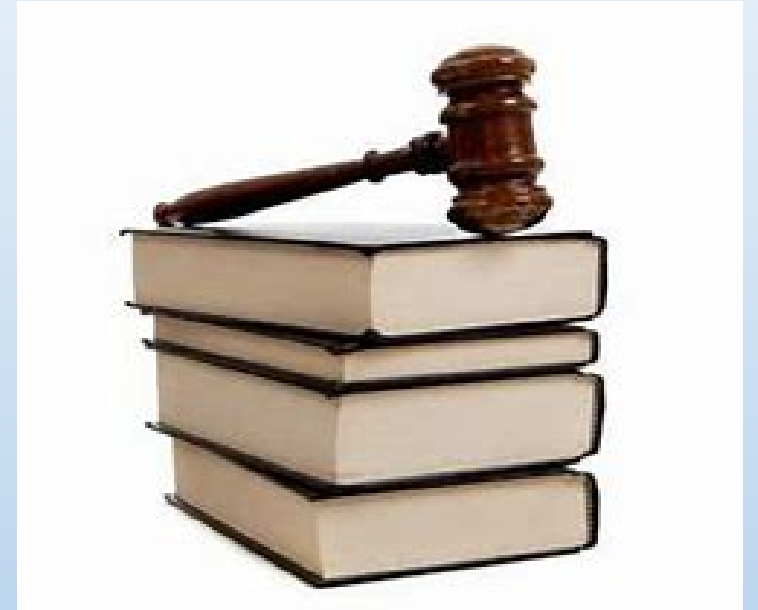
Inline with our commitment for transparency, a violation may be reported using the appropriate internal channels, or anonymously through **RED FLAG REPORTING**, our confidential compliance hotline, 24 hours a day, 7 days a week.

If found in violation, individuals may be subject to sanctions that range from admonition; reprimand; suspension; or termination.

A false or frivolous complaint brought in bad faith may be subject to civil liability of defamation or abuse of process.



Enforcement



What is Expected of You?

*"Relativity
applies to
physics, not
ethics."*

Albert Einstein

- ◇ As a public servant, you should act fairly and honestly and should avoid creating even the appearance of impropriety.
- ◇ Review and follow the Code of Ethics.
- ◇ Participate in periodic compliance training.
- ◇ Ask questions when uncertain about what to do.
- ◇ Speak up about issues or concerns including; potential violations of laws, regulations, and ordinances.



**Proposal: Independent Compliance Hotline
with Advanced Case Management Capabilities**



Red Flag Reporting
P.O. Box 4230
Akron, Ohio 44321
1-877-676-6551
www.redflagreporting.com

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Table of Contents

	<u>Page</u>
Section A: Introduction Letter	1
Section B: Overview and Features of Offering	2
Section C: Secure Data	4
Section D: E.U. – U.S. Privacy Shield Certified	6
Section E: Robust Insights	7
Section F: Pricing	8
Section G: Easy Set-up	9
Section H: Exhibits	10
Sample Quarterly E-mail/Memo Promoting Safe/Ethical Behavior	Exhibit 1
Sample Quarterly Newsletter	Exhibit 2
Sample Employee Overview Piece	Exhibit 3
Sample Poster	Exhibit 4
Sample Wallet Card	Exhibit 5
Management White Paper	Exhibit 6

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Section A – Introduction Letter



March 13, 2018

Dear Bob Hart and City of Corinth:

We are pleased to submit this proposal to provide an independent ethics and compliance hotline for City of Corinth. We are committed to assisting you in protecting your assets, clients, employees and reputation while setting a tone that celebrates ethical and safe behavior.

We will help you:

- Deter and detect challenging issues such as safety concerns, environmental/disposal policy violations, theft, conflicts of interest, harassment, discrimination and more,
- Increase profitability due to controlled costs such as insurance, workers' compensation, legal fees and employee turnover expenses,
- Defeat lawsuits more easily, and minimize or avoid governmental fines, through a potent "affirmative defense,"
- Protect people and reputations by catching small problems before they become big,
- Proactively manage by identifying trends in the areas of safety, harassment, discrimination and other costly issues,
- Increase employee satisfaction through an enhanced emphasis on safety and integrity, and
- Use time more constructively by spending less time on headaches.

With clients coast to coast and on six continents, we know the power of an anonymous reporting option. This power is evident in both detecting and preventing fraud, waste, abuse, safety violations and the like.

We hope to help you too. Any questions regarding this proposal can be directed to Raymond H. Dunkle at 330-860-5602 or ray.dunkle@redflagreporting.com.

Red Flag Reporting

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Section B - Overview and Features of Offering

Red Flag Reporting places at the high end of the quality spectrum and the lower end of the pricing spectrum, positioned as a “value” provider. Our functionality and industry leading features may exceed your needs, yet our fees are low enough to allow you to magnify your return on investment. As a result, our clients are in nearly every industry including manufacturers, distributors, governmental entities, resorts & hotels, universities, national and international airports, publicly traded companies, international organizations, major service providers (including several “Top 100” CPA firms), not-for-profits, and many more representing millions of employees, residents and constituents. We are responsive to all clients, large and small. We have received favorable press coverage in:

- Accounting Today,
- InsideCounsel Magazine
- The Journal of Accountancy (published by the American Institute of CPA’s) and
- QuickRead (published by the National Association of Certified Valuators and Analysts).
- Plus, Red Flag Reporting is rated “A+” by the Better Business Bureau, who has awarded us the “Gold Star Award” recognizing us “for upholding strong integrity and promoting marketplace trust,” and we are approved as E.U. – U.S. Privacy Shield certified by the U.S. Department of Commerce.

Reports may be made about anything unethical or unsafe. Key features of our offering include:

- Toll-free or toll phone numbers available globally.
- Live operators 24/7/365 with the ability to field calls in over 200 languages.
- Web reporting portal in 50+ languages.
- Included in our pricing is case management software so powerful that it will likely be used by your Internal Audit, Human Resources and Compliance departments for cases beyond those received via our hotline offering. Features include, but are not limited to:
 - Report storage, including uploaded evidence,
 - Case notes and prioritization,
 - Direct but anonymous communications between reporters and investigators, including the ongoing ability to share documents,
 - On-demand graphing of trends by various characteristics and time-frames,
 - Segregation of reporting by geographic and/or branch location,
 - Automated report assignment by report location and/or type with the ability to further delegate reports to other investigators,
 - Audit trails of updates made to each report,
 - The ability to assign investigative tasks,
 - The ability to establish automated reminders of tasks due,

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- The ability to report multiple issues within one report,
- For the reporter, automatic identification of who the report will be routed to initially, which is based on the location and/or type of report.
 - If the report is about one of those people, the reporter can block distribution to that person.
- Automatic team notification via text and e-mail when a new report is filed.
 - If the report is about a person blocked by the reporter, that blocked person is not notified and will not have access to, or knowledge of, the filed report.
- Automatic team notifications when a report is updated by the reporter or a member of the investigative team,
- An internal message board for the investigative team's eyes only, and
- The ability to export data.
- Pre-recorded training videos.
- On-going communications for the promotion of ethical and safe behavior.
- Employee wallet cards and work-place posters.
- Unlike an internally run hotline, an independent service your employees will trust!

To fully appreciate these features, we would be happy to provide a live demonstration of our offering.

Section C – Secure Data

Microsoft Corporation provides Red Flag Reporting a cloud services environment that features vigorous security and continuous access to applications and data. This service ensures increased security at each phase of the cloud services delivery model and for every user interaction—physical datacenter, network connectivity, service hosting platform, and user and administrator access—to help you reap the demonstrated benefits of cloud services while minimizing your overall risk.

Ours is a security-hardened solution that has been designed using the principles of the Microsoft Security Development Lifecycle. Security roles allow us to further secure data by controlling user access through a set of access rights and permissions.

Red Flag Reporting provides protection at multiple levels:

Physical security

Microsoft datacenters provide 24-hour monitoring through physical controls, video surveillance, and access control to ensure only authorized personnel can manage applications and services.

Here's a look at some of the ways Microsoft helps keep its datacenters and your data secure:

- **Redundant power supplies.** To ensure business continuity, when power is lost, there are two power supplies for each datacenter: a battery provides short-term power until diesel generators can kick in. Microsoft has contracts with multiple fuel suppliers to ensure fuel delivery for the generators when it is needed.
- **Natural disaster control.** Microsoft provides seismically braced racks where required and fire prevention and extinguishing systems to protect datacenters against natural disasters.
- **Physical monitoring.** Microsoft strengthens physical security with motion sensors, 24-hour secured access, video camera surveillance, and security breach alarms.
- **Distributed Microsoft datacenter locations:** Our solution is deployed in Microsoft datacenters that are located in disperse geographies (currently only US based datacenters).
- **Secure network design and operations:** Each Microsoft datacenter provides multiple separate network segments. Segmentation helps ensure physical separation of critical, back-end servers and storage devices from the public-facing interfaces.

Logical security

Our solution is built with application security roles and controls. We help secure the service infrastructure with multi-tier administration, server monitoring, access control, and security standards and policies. Microsoft provides a team to ensure service reliability and continuity with standardized operations, defined change and incident management, and ongoing investments in hardening our defenses.

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Highlights of our approach to logical security follow:

Data security

These data security features provide customers with a highly secured connection to Red Flag Reporting solution over the Internet:

- Connections established between customers and Microsoft datacenters are encrypted using industry-standard Transport Layer Security (TLS). TLS effectively establishes a security-enhanced browser-to-server connection to help ensure data confidentiality and integrity between desktops and datacenters.
- A redundant network provides full failover capability and helps ensure 99.9 percent network availability.
- Anti-viral and anti-intrusion measures further secure data.
- All remote connections by Microsoft operations personnel must be made via Remote Desktop Service and two-factor authentication.

User security

This layer of security governs who can see what within your organization. These controls and processes may be critically important to your enterprise's information security, because many data breaches originate from within an organization.

- **Security roles** govern user access and the actions they can perform.
- **Business data auditing** allows organizations to maintain an audit trail that demonstrates accountability from beginning to end.
- **Field-level security** controls permission rights to read, create, or write in data fields.
- **Role-based forms** control the visibility of data for a specific record type.

Identity and access management

Access to the systems hosting the Red Flag Reporting solution is controlled through the following methods:

- **Staff-level access control.** Datacenter staff's access to the IT systems that store customer data is strictly controlled. Access control follows the separation of duties principle and grants the lowest privilege level required to perform a task.
- **Proactive host security.** Solution security is enhanced by proactively securing the host system. Microsoft hardens server security by disabling unnecessary services and providing logging and auditing. Service access is restricted by constant inspection, hardened servers, and sessions that are protected by TLS.

Section D – E.U. / U.S. Privacy Shield Certified



Red Flag Reporting was the first compliance hotline provider in the world to be approved by the U.S. Department of Commerce as E.U.-U.S. Privacy Shield Framework certified. While specific to the European Union, this lets you know that we take privacy seriously.

The E.U.-U.S. Privacy Shield Framework replaced the previously existing Safe Harbor and was designed by the U.S. Department of Commerce and European Commission to provide companies on both sides of the Atlantic with a mechanism to comply with E.U. data protection requirements when transferring personal data from the European Union to the United States in support of transatlantic commerce.

Red Flag Reporting's E.U.-U.S. Privacy Shield Policy can be seen by visiting www.RedFlagReporting.com and clicking on "About Us" and then "Privacy Policy."

Section E – Robust Insights

Working in conjunction with credentialed HR professionals, Red Flag Reporting was established as an ethics hotline provider and fraud hotline service by one of the nation's largest CPA firms. This founding firm understood the importance and value of external hotline services and created Red Flag Reporting to bring additional value to the firm's clients and the general marketplace. After significant growth, resulting in clients throughout the U.S. and internationally, Red Flag Reporting spun-off into an independent hotline provider focused solely on promoting all types of safe and ethical behavior in the workplace. While you would be a direct client of Red Flag Reporting, our hotline service is now licensed by CPA firms throughout the United States creating a powerful alliance centered on assisting organizations in protecting assets, employees, and reputations.

We understand the importance of providing your employees, customers, vendors, and/or others with a comprehensive yet easy hotline to report unethical or dangerous situations. Because we have analyzed, investigated, and implemented processes to prevent fraud for many years, we knew our expertise would be especially useful in creating a powerful fraud, ethics and safety hotline service. The seasoned professionals in our alliance are highly educated and experienced, holding numerous financial credentials. Our clients love the quality and responsiveness of our team and hotline service.

What does our financial expertise mean for you? At your discretion and direction, each financially oriented report can be reviewed by a Certified Public Accountant who is also a Certified Fraud Examiner (CFE) and/or Certified in Financial Forensics (CFF). These optional insights are available at no additional cost to you. This level of expertise also means that we place the utmost importance on quality, confidentiality, and security.

No other compliance hotline provider compares to us in this area.

Section F – Pricing

Our fee quote below is based on approximately 220 employees/board members/council members and 22,000 residents.

Annual Fee – employees/board/councils (unlimited reports):	\$600.00
Annual Fee – residents (includes 12 reports annually, \$35.00 each thereafter):	\$600.00 [A]
Hotline – 24/7/365 Availability, Including Live Operators:	Included
Powerful, Secure, Mobile-Responsive Case Management Software:	Included
On-going Communications Regarding Ethics and Safety:	Included
CPA/CFE/CFF Availability for Financial Reports:	Included
Per Report Fee:	No Charge
Toll-Free Phone Access (U.S.A. and Canada):	No Charge
One-time Set-up Fees, Generally:	No Charge
Pre-Recorded Training Fee:	No Charge
Other Optional Fees: You may want some of these recommended options:	
• High-quality wallet cards, English & Spanish	\$0.35 each
• Work-place posters, English & Spanish	\$3.50 each

Other Fees: Our phone agents assist reporters in English and Spanish at no additional cost. We can also assist reporters in over 200 other languages. In the event that a translator is needed for a call in other than English or Spanish, there is a minor charge to cover the costs incurred by us. Currently this charge is \$2.50 per minute but is subject to change.

[A] While we can make no guarantees, our experience serving governments large and small suggests that the City of Corinth is not likely to exceed 12 resident submitted reports annually.

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Section G – Easy Set-up

Implementation of Red Flag Reporting is quick and easy. Our turnaround for hotline set-up is typically one business day. Your time will likely be less than two hours. We provide:

- Easy, step-by-step roll-out instructions
- Employee awareness memos
- Web based and brief employee training videos
- Informative collateral
- Wallet cards (optional)
- Posters (optional)

We very routinely hear positive feedback on how logical, easy and effective our roll-out procedures are.

There is no set-up fee.

Section H – Exhibits

EXHIBIT 1

Quarterly Promotion of Safety & Integrity

Everyone:

Red Flag Reporting has provided good, practical insights below. Please take a moment to read them.

While we promote an open-door policy, we encourage you to use Red Flag Reporting if you are not comfortable talking directly to a supervisor or member of management. Red Flag Reporting allows you to disclose any concerns regarding theft, ethics and safety – this service is in place to protect all of us.

As always, your safety, your work environment, our good name and the viability of our organization are very important to us.

Remember, when you do contact Red Flag Reporting you can choose to remain completely anonymous.

As a reminder, our client code for filing a report is **123456**.

John Doe



Open Doors to Management

According to the Association of Certified Fraud Examiners, the number one way that financial dishonesty is found is through someone speaking up. This method exceeds the second most common method by nearly a 3 to 1 ratio.

Of course, financial issues are just one of a number of things that can go wrong in the workplace. How does an organization ensure ethical and safe behavior? According to the COSO report of the Treadway Commission, one of the most effective methods is for the organization to set a “positive tone at the top.”

Red Flag Reporting is in place because your organization cares. Remember, we are here to help protect your organization, your co-workers and you. Whether you identify financial, personnel, safety or other concerns, contact a member of management or contact us at:



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EXHIBIT 2

Sample Quarterly Newsletter (Partial Newsletter Reflected)

The Red Flag Report



Executives Responsible for Organizational Fraud

Significant evidence points to a renewed emphasis on the government's battle against fraud, with an increased emphasis on executives.

In September, the Justice Department revealed new policies focusing on the prosecution of individuals, not just organizations, when fraud occurs. Deputy attorney general Sally Yates was quoted as saying organizations "can only commit crimes through flesh-and-blood people. It's only fair that the people who are responsible for committing those crimes be held accountable. The public needs to have confidence that there is one system of justice and it applies equally regardless of whether that crime occurs on a street corner or in a boardroom," according to the New York Times.

While the Justice Department plans stronger enforcement, the SEC has already stepped up its game. For the year ended September 30, 2015, a record 807 enforcement actions obtained orders for \$4.2 billion in payments. The number of actions is up 7% over 2014, which was the previous record year.

According to InvestmentNews, Mary Jo White, Chairwoman of the Securities and Exchange Commission, was quoted as saying "Vigorous and comprehensive enforcement protects... and the commission continues that enforcement approach by bringing innovative cases holding executives and companies accountable for their wrongdoing," echoing the Justice Department's theme of holding individuals responsible.

Organizations should consider testing internal controls to ensure appropriate safeguards are in place.



OSHA Hiking Fines 80%

According to the National Law Review, Congress has passed a provision allowing OSHA to increase fines up to 82%. This reflects a one-time adjustment to address rates not changed since 1990. The new rates are scheduled for August 2016.

Employers should consider auditing their compliance with OSHA regulations to avoid costly fines.

EXHIBIT 3

Sample Employee Overview Piece



Report concerns safely, securely and anonymously 24/7

If you are uncomfortable with a situation, **Be Proactive.**

Red Flag Reporting is your hotline for:

- **fraudulent activity / theft,**
- **misconduct,**
- **safety violations,**
- **unethical behavior.**

Protect your organization and your co-workers.

Because Everyone Deserves to Feel Protected and Safe




Click : www.RedFlagReporting.com
Call : 1-877-64-RedFlag(1-877-647-3335)

Use Client Code :


EXHIBIT 4

Sample Poster (Actual Size is 11 x 17)





Report concerns safely, securely and anonymously 24/7 via our toll free number or online submission form.

Denuncie inquietudes en forma segura y anónima las 24 horas, los 7 días de la semana, a través de nuestro número sin cargo o del formulario de presentación por Internet.



**PROTECT YOUR CO-WORKERS
AND YOUR ORGANIZATION**

 www.RedFlagReporting.com

 1-877-64-RedFlag (1-877-647-3335)

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EXHIBIT 5

Sample Wallet Card



Front



Back

Size and material are comparable to a credit card.

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EXHIBIT 6

Management White Paper



What is Red Flag Reporting?

Red Flag Reporting is a systematic program that promotes safe and ethical behavior in the workplace through on-going communications and a comprehensive telephone hotline and web portal that allows employees to speak up, anonymously or not, when unethical or unsafe activity is noted. Issues identified include theft, harassment, discrimination, substance abuse and many other costly concerns. With clients on four continents, we support a positive “tone at the top” while favorably influencing the “mood at the middle” and the “buzz at the bottom.”

How Do Organizations Benefit?

Organizations benefit in many ways:

- Profitability increases due to controlled costs such as insurance, workers’ compensation and governmental fines,
- Malicious lawsuits are more easily defeated through a powerful “affirmative defense,”
- Theft is detected more quickly, if not deterred altogether,
- Reputations are protected when small problems are caught before becoming big,
- Management proactivity increases due to identified trends in the areas of safety, harassment, discrimination and other costly issues,
- Employee satisfaction increases due to the emphasis on safety and integrity, and
- Management spends less time on headaches and more time on constructive efforts.

What Types of Entities Benefit?

Clients fall within a broad range of industries including manufacturers, retailers, contractors, not-for-profits, restaurants, hospitality providers, universities, nursing homes, airports, trade organizations, professional service firms, banks, governments, agricultural concerns, automobile dealers, wholesalers and more. Red Flag Reporting is scalable, currently serving clients internationally ranging from 10 employees to more than 15,000.

What do others say?

Red Flag Reporting has received favorable press in respected trade journals including InsideCounsel, The Journal of Accountancy and Accounting Today (including, but not limited to, an honorable mention in their prestigious “Top New Products” competition in 2012). Red Flag Reporting also has an “A+” rating from the Better Business Bureau.

Consider these quotes from four respected, yet diverse, organizations:

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Legal

"It is more crucial than ever that companies have effective whistleblower hotlines as part of their corporate compliance programs ..." [Harvard Law School](#), Forum on Corporate Governance and Financial Regulation, October 25, 2014.

Human Resources

"...it is generally recommended that all organizations implement some type of whistleblower system for reporting wrongdoing." [Society for Human Resource Management](#), April 14, 2014

Accounting

"Tip lines are one of the most effective tools organizations possess for detecting and preventing fraud." [American Institute of Certified Public Accountants](#), August 1, 2013

Ethics

"Managers and owners of small businesses should focus their anti-fraud efforts on the most cost-effective control mechanisms, such as hotlines..." [Association of Certified Fraud Examiners](#), 2012 Report to Nations

*Our service **protects the assets, employees and reputations** of our clients, while dramatically **reducing the costly consequences** of unethical activity in the workplace. We provide the **most cost effective internal control** an organization can have (an ethics hotline), empower the **most successful mechanism for catching** unethical behavior (open channels of communication) and support the **most powerful tool for deterring bad actions** (a strong tone at the top). Our service is so affordable that statistics bare that simply receiving **one report can pay for our service for decades.***

For more information, visit www.redflagreporting.com or call 1-877-676-6551.



Recipient of the "Gold Star Award" recognizing us "for upholding strong integrity and promoting marketplace trust."

Press:



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ORDINANCE NO. 18-07-19-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS REPEALING CHAPTER 39, "CODE OF ETHICS" OF TITLE III, "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH AND ADOPTING A NEW CHAPTER 39, "CODE OF ETHICS" OF TITLE III, "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT TO ADOPT THE CODE OF ETHICS WITH PROVISIONS APPLICABLE TO CURRENT AND FORMER CITY OFFICIALS, VENDORS AND COMPLAINANTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on April 7, 2005, the City Council adopted Ordinance No. 05-04-10 which was codified as Chapter 39, "Code of Ethics" of Title III, "Administration" of the Code of Ordinances of the City of Corinth; and

WHEREAS, since the adoption of Chapter 39, the City Council has determined it appropriate to review and update the existing Code of Ethics to determine if amendments are appropriate; and

WHEREAS, with the assistance of the City's Board of Ethics and University of Texas Graduate Capstone Students, the existing Code of Ethics was reviewed; and

WHEREAS, the Board of Ethics conducted four public work sessions to discuss the provisions of the Code of Ethics, Best Practices in the field of municipal ethics were reviewed and incorporated, and upon that basis, a draft Code of Ethics was submitted for consideration by the City Council; and

WHEREAS, having review and discussed the proposed draft, the City Council has determined that the proposed amendments to the existing Code of Ethics, Chapter 39 of Title III of the Code of Ordinances, are reasonable and provide a basis for continuing public confidence in the conduct of the business and affairs of the City; and

WHEREAS, the City Council finds and determines that existing Chapter 39 Code of Ethics should be repealed in its entirety and the newly proposed Chapter 39, "Code of Ethics" as set forth herein should be adopted.

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

SECTION 1.

INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.

AMENDMENTS

2.01 Chapter 39, “Code of Ethics” of Title III, “Administration” of the Code of Ordinances of the City of Corinth is hereby repealed in its entirety and a new Chapter 39, “Code of Ethics” of Title III, “Administration” of the Code of Ordinances of the City of Corinth is hereby adopted and shall read in its entirety as follows:

“DIVISION 1. GENERAL

Sec. 39.01. Purpose

The purpose of this Article is to foster an environment of integrity for those that serve the City of Corinth and our citizenry. The City Council enacted this Chapter in order to increase public confidence in our municipal government. It is the policy of the City that all City Officials and employees shall conduct themselves in a manner that assures the public that we are faithful stewards of the public trust. City Officials have a responsibility to the citizens to administer and enforce the City Charter and City Ordinances in an ethical manner. To ensure and enhance public confidence in our municipal government, each City Official must strive not only to maintain technical compliance with the principles of conduct set forth in this Chapter, but to aspire daily to carry out their duties objectively, fairly, and lawfully.

It is not the purpose of this Chapter to provide a mechanism to defame, harass or abuse their political opponents, or publicize personal grudges.

Sec. 39.02. Applicability

This Chapter applies to the following persons:

- a) City Officials;
- b) Former City Officials whose separation from city service occurred less than one (1) year ago;
- c) Vendors; and
- d) Complainant(s).

Sec. 39.03. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accepted Complaint: a sworn allegation of a violation of this Chapter after the required documentation has been submitted to the City Secretary to be passed to the Committee Chair, and determined to be administratively complete.

Accused: a City Official who has been charged in a Complaint with having violated this Chapter.

Actionable Complaint: an Accepted Complaint that has been deemed by a quorum of the Commission to contain allegations and evidence that, if accepted as true, would support a finding that a violation of this Chapter occurred.

Advisory Opinions: written rulings regarding the application of this Chapter to a particular situation of behavior.

Baseless Complaint: a Complaint that does not allege conduct that would constitute a violation of this Chapter, or that does not provide evidence that, if true, would support a violation of this Chapter.

Board of Ethics: the oversight entity established by the Council to administer this Chapter.

Board Member: for the purposes of this Chapter, a person that is currently appointed to the Economic Development Corporation, Finance Audit Committee, Board of Construction Appeals, Zoning Board of Adjustments, Planning and Zoning Commission, Ethics Commission and Keep Corinth Beautiful Members.

Business Entity: a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

Candidate: a person who has filed an application for a place on a ballot seeking public office, or one who has publicly announced the intention to do so.

Chapter: the Code of Ethics for the City of Corinth codified as Chapter 39, "Code of Ethics" of Title III, "Administration" of the Code of Ordinances of the City.

City: the City of Corinth in the County of Denton and State of Texas.

City Official: for the purposes of this Chapter, the term consists of the City Council, Economic Development Corporation, Finance Audit Committee, Board of Construction

Appeals, Zoning Board of Adjustments, Planning and Zoning Commission, Ethics Commission and Keep Corinth Beautiful Members.

Code: the Code of Ordinances of the City of Corinth, Texas, as such Code may be amended from time to time.

Committee: an ad hoc Board of Ethics subcommittee consisting of three (3) out of the five (5) members assigned by the City Secretary on a rotating basis.

Committee Chair: the person appointed to serve in the capacity provided for by Section 39.14 "Preliminary Assessment" of this Chapter.

Complainant: the individual who submitted a Complaint to the City.

Complaint: written documentation submitted to the City accusing a City Official of violating this Chapter.

Confidential Information: any written information that could or must be excepted from disclosure pursuant to the Texas Public Information Act, if such disclosure has not been authorized; or any non-written information which, if it were written could be excepted from disclosure under that Act, unless disclosure has been authorized.

Conflicting Interest: a stake, share, or involvement in an undertaking in the form of any one (1) or more of the following:

- 1) Ownership of five percent (5%) or more voting shares or stock in a business entity;
- 2) Receipt of more than six-hundred dollars (\$600.00) in gross annual income from a business entity;
- 3) Ownership of more than six-hundred dollars (\$600.00) of the fair market value of a business entity;
- 4) Ownership of an interest in real property with a fair market value of more than six-hundred dollars (\$600.00);
- 5) Serves on the Board of Directors or as an Officer of a business entity; and/or
- 6) Serves on the Board of Directors or as an Officer of a nonprofit corporation.

The term Conflicting Interest shall not include ownership of an interest in a mutual or common investment fund that holds securities or assets unless the City Official participates in the management of the fund.

Council: the governing body of the City of Corinth, Texas, including the Mayor and City Council.

Deliberations: discussions by a City Official at the dais, voting as a City Official, presentations as a member of the audience before City Council or any City Board or Commission, conversing to or corresponding with other City Officials.

Frivolous Complaint: a sworn Complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.

Gift. Anything of monetary value, such as personal property, real property, services, meals, entertainments, and travel expenses. This definition shall not apply to:

- 1) a lawful campaign contribution;
- 2) meals, lodging, transportation and related travel expenses paid for (or reimbursed by) the City in connection with the City Official's attendance at a conference, seminar or similar event;
- 3) meals, lodging, transportation, or entertainment furnished in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such public events;
- 4) complimentary copies of trade publications and other related materials;
- 5) attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;
- 6) Any gift which would have been offered or given to the City Official because of a personal, familial professional relationship regardless of the City Official's capacity with the City;
- 7) tee shirts, caps and other similar promotional material;
- 8) complimentary attendance at political or charitable fund raising events.

Pending Matter: an application seeking approval of a permit or other form of authorization required by the City, State or Federal law; a proposal to enter into a contract or arrangement with the City for the provision of goods, services, real property or other things of value; a case involving the City that is (or is anticipated to be) before a civil, criminal or administrative tribunal.

Person: associations, corporations, firms, partnerships and bodies politic and corporate, as well as to individuals.

Relative: a family member related to a City Official within the second degree of affinity (marriage) or consanguinity (blood or adoption).

Shall: a mandatory obligation, not a permissive choice.

Special Counsel: an independent, outside attorney engaged by the City to advise the City as an organization and/or the Board of Ethics.

Vendor: a person who provides or seeks to provide goods, services, real property to the City in exchange for compensation.

Sec. 39.04. Expectations

- a) City Officials are expected to conduct themselves in a manner that fosters public trust.
- b) City Officials are charged with performing their public duties in a way that projects their own personal integrity and upholds the integrity of the organization.
- c) City Officials must avoid behavior that calls their motives into question and erodes public confidence.
- d) City Officials shall place the municipality's interests and the concerns of those the City serves above personal, individual interests.
- e) Those who serve the City are expected to value honesty, trustworthiness, diligence, objectivity, fairness, due process, efficiency, and prudence as values the City professes.
- f) City Officials must balance transparency with the duty to protect personal privacy and preserve the confidential information with which the City has been entrusted.

Sec. 39.05. Cumulative & Non-Exclusive

This Chapter is cumulative of and supplemental to all applicable provisions of the City Charter, Code, other City Ordinances, and State/Federal laws and regulations. Compliance with this Chapter does not excuse or relieve any person from any obligation imposed by any other provision of the Code, City Ordinance, or State/Federal laws and regulations. Attempts to enforce this Chapter shall not be construed as foreclosing or precluding other enforcement options provided by other law.

DIVISION 2. RULES OF CONDUCT

Sec. 39.06. Mandates

- a) **Duty to Report.** City Officials shall immediately report any conduct that the person knows to be a violation of this Chapter. Failure to report a violation of this Chapter is a violation of this Chapter. For purposes of this section, a report made to a fraud, waste or abuse 3rd party hotline, if any, shall be considered to be a report under this Section.
- b) **Direction and Supervision of Employees, Non-Interference by the City Council: Appointment and Removal of Department Heads.**
 - 1) Except for the purposes of inquiries and investigations as provided by the City Charter or otherwise by law, the City Council or its members shall deal with Board Members and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, either publicly or privately.
 - 2) Neither the City Council nor any of its members shall direct or request the appointment of any person to, or removal from, office by the City Manager or by any other City employee.
 - 3) The City Manager shall be responsible for and have the authority to appoint, suspend, and/or remove any of the directors of the departments of the City of Corinth.
- c) **Financial Disclosures.** All Candidates for City Council, including Candidates for Mayor, shall file financial information reports as required by, and in accordance with, State law. All prospective Vendors and City Officials shall file disclosure forms as required by, and in accordance with, State law.

Sec. 39.07. Prohibitions

- a) **Conflicts of Interest.**
 - 1) *Deliberation Prohibited.* It shall be a violation of this Chapter for a City Official to knowingly deliberate regarding a pending matter for which the City Official has a Conflicting Interest. City Officials with a Conflicting Interest in a pending matter must recuse themselves and abstain from Deliberations. It is an exception to this recusal requirement if a majority of the Board or Commission on which the City Official serves is composed of persons who are likewise required to file (and who do file) disclosures on the same pending matter.

- 2) *Disclosure Required.* If a City Official has a Conflicting Interest in a pending matter, the City Official shall disclose the nature of the conflicting interest by filing a sworn statement with the City Secretary.
- 3) *Relative.* A City Official is considered to have a Conflicting Interest if the City Official's Relative has a conflicting interest.

b) Gifts.

- 1) *General.* It shall be a violation of this Chapter for a City Official to accept any Gift that might reasonably tend to influence such City Official in the discharge of official duties.
- 2) *Specific.* It shall be a violation of this Chapter for a City Official to accept any Gift for which the fair market value is one-hundred dollars (\$100.00) or greater. It shall be a violation of this Chapter for a City Official to accept multiple Gifts from a single source for which the cumulative fair market value exceeds one-hundred dollars (\$100.00) in a single fiscal year.
- 3) It shall be a violation of this Chapter for a Vendor to offer or give a Gift to a City Official exceeding one-hundred dollars (\$100.00) per Gift, or multiple Gifts cumulatively valued at more than one-hundred dollars (\$100.00) per a single fiscal year.

c) Representation of Others.

- 1) *Current City Officials.* It shall be a violation of this Chapter for a City Official to represent for compensation any person, group, or entity before the City.
- 2) *Former City Officials.* It shall be a violation of this Chapter for a City Official to represent for compensation any person, group, or entity before the City for a period of one (1) year after termination of official duties.
- 3) For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.

d) Improper Influence. It shall be a violation of this Chapter for a City Official to use such person's official title/position to:

- 1) Secure special privileges or benefits for such person or others;
- 2) Grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group;

- 3) Assert the prestige of the City Official's position for the purpose of advancing or harming private interests;
- 4) State or imply that the City Official is able to influence City action or any basis other than the merits; or
- 5) State or imply to state or local governmental agencies that the City Official is acting as a representative of the City, as an organization, or as a representative of the City Council without first having been authorized by the City Council to make such representation.

e) **Misuse of Information.**

- 1) *Personal Gain.* It shall be a violation of this Chapter for a former City Official to use any Confidential Information to which he had access by virtue of his official capacity and which has not been made public concerning the property, operations, policies, or affairs of the City, to advance any personal financial interest.
- 2) *Confidential Information.* It shall be a violation of this Chapter for a City Official to intentionally, knowingly, or recklessly disclose any Confidential Information gained by reason of said City Official's position concerning the property, operations, policies or affairs of the City. This rule does not prohibit the reporting of illegal or unethical conduct to authorities designated by law.

f) **Abuse of Resources.** It shall be a violation of this Chapter for a City Official to use, request, or permit the use of City facilities, personnel, equipment, software, supplies, or staff time for private purposes (including political purposes), except to the extent and according to the terms that those resources are generally available to the City Council for official City purposes.

g) **Abuse of Position.** It shall be a violation of this Chapter for any City Official to:

- 1) *Harassment & Discrimination.* Use the City Official's position to harass or discriminate against any person based upon ethnicity, race, gender, gender identity, sexual orientation, marital status, parental status, or religion.
- 2) *Interference.* Interfere with any criminal or administrative investigation alleging the violation of any provision of this Chapter, the City Charter, administrative policy or executive order in any manner, including but not limited to seeking to persuade or coerce City employees, or others to withhold their cooperation in such investigation is a violation of this Chapter.

h) **Subsequent Work on Prior Projects.** It shall be a violation of this Chapter for any former City Official, within one (1) year of the cessation of official duties for the

City, to perform work on a compensated basis relating to a City contract or arrangement for the provision of goods, services, real property or other things of value, if while in City service the former City Official personally and substantially participated in the negotiation, award or administration of the contract or other arrangement.

- i) **Travel.** It shall be a violation of this Chapter for any City Official to violate the Travel and Training Policy adopted by City Council, as amended.

DIVISION 3. IMPLEMENTATION

Sec. 39.08. Staffing

The City Secretary's Office shall be responsible to provide staff support to the Board of Ethics to assist in the implementation and enforcement of this Chapter.

Sec 39.09. Legal Counsel

- a) **City Attorney.** The City Attorney shall provide legal support to the Board of Ethics.
- b) **Special Counsel.** Independent, outside legal services shall be engaged by the City Attorney on the City's behalf to provide legal support to the Board of Ethics when:
 - 1) In the City Attorney's discretion it is necessary in order to comply with the Texas Disciplinary Rules of Professional Conduct (for lawyers), or is in the best interest of the City; or
 - 2) When the City Council deems Special Counsel is necessary.

Sec. 39.10. Training

- a) **Curriculum.** The City Secretary shall approve a training program that provides an introduction and overview of the expectation, mandates and prohibitions provided for by this Chapter.
- b) **Orientation.** City Officials shall complete training session regarding this Chapter within ninety (90) days of commencing the official duties.

- c) **Annual.** City Officials shall complete an annual training session regarding this Chapter.
- d) **Exiting Officials.** Information shall be provided by the City Secretary to City Officials terminating City service regarding the continuing restrictions on the representation of others by certain former City Officials.

Sec. 39.11. Board of Ethics

- a) **Creation.** There is hereby created a Board of Ethics for the City of Corinth.
- b) **Appointment.** The Board of Ethics shall be appointed by majority vote of the City Council.
- c) **Number.** The Board of Ethics shall consist of five (5) members.
- d) **Terms.** Board of Ethics members shall be appointed for two (2) year, staggered terms. Members may be reappointed for successive terms. Appointment to fill a vacancy shall be for the remainder of the unexpired term. Members of the inaugural Board of Ethics shall draw straws to determine which (3) members shall receive an initial term of one (1) year in order to stagger terms.
- e) **Eligibility.** Membership on the Board of Ethics is limited to residents of the City of Corinth.
- f) **Ineligibility.** The following shall disqualify a person from serving on the Board of Ethics:
 - 1) Current service as a City Official on a board or commission other than the Board of Ethics;
 - 2) Separation from city service as a City Official within one (1) year of the appointment;
 - 3) Familial relations within the first (1st) degree of affinity (marriage), or the first (1st) degree of consanguinity (blood or adoption), with another City Official;
 - 4) Current service as an elected official in Denton County; or
 - 5) Conviction of a felony, or crime of moral turpitude.

- g) **Scope of Authority.** The Board of Ethic's jurisdiction shall be limited to implementation and enforcement of this Chapter.
- h) **Amendments.** The Board of Ethics may recommend amendments to this Chapter. A recommendation from the Board of Ethics is not required for the City Council to exercise its discretion in amending this Chapter.

Sec. 39.12. Advisory Opinions

- a) **Requests.** Any City Official may request an Advisory Opinion on a question of compliance with this Chapter. Requests shall be submitted in writing to the City Secretary, who shall assign the request to the Committee.
- b) **Issuance.** A Committee of the Board of Ethics shall issue Advisory Opinions upon request. Advisory Opinions shall be issued within thirty (30) days of receipt of the request.
- c) **Reliance.** It shall be an affirmative defense to a Complaint that the Accused reasonably relied in good faith upon an Advisory Opinion issued by a Committee. In making a determination on the proper disposition of a Complaint, the Board of Ethics may dismiss the Complaint if the Board finds that:
 - 1) The Accused requested an Advisory Opinion;
 - 2) The request for an Advisory Opinion fairly and accurately disclosed the relevant facts; and
 - 3) Less than five (5) years elapsed between the date the Advisory Opinion was issued and the date of the conduct in question.

Sec. 39.13. Complaints

- a) **Complainants.** Any person who has first-hand knowledge that there has been a violation of this Chapter may allege such violations by submitting a Complaint in writing or through a fraud, waste and abuse 3rd party hotline, if any. The persons who may submit Complaints includes (but is not limited to) the City Secretary and members of the Board of Ethics. A Complainant must be a resident in the City of Corinth, own Real Property in the City of Corinth or be an employee or City Official to be eligible to file a Complaint with the Board of Ethics.

- b) **Form.** Complaints shall be written on, or accompanied by, a complete form promulgated by the City Secretary or through a fraud waste abuse 3rd party hotline.
- c) **Contents.** A Complaint filed under this section must be in writing and under oath and must set forth in simple, concise, direct statements and must state:
 - 1) the name of the Complainant;
 - 2) the street or mailing address, email address, and the telephone number of the Complainant;
 - 3) the name of each person Accused of violating the Chapter;
 - 4) the position or title of each person Accused of violating the Chapter;
 - 5) the nature of the alleged violation, including (whenever possible) the specific provision of this Chapter alleged to have been violated;
 - 6) a statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and
 - 7) all documents or other material available to the Complainant that are relevant to the allegation.
- d) **Violation Alleged.** The Complaint must state on its face an allegation that, if true, constitutes a violation of this Chapter.
- e) **Affidavit.** A Complaint must be accompanied by an affidavit stating that the Complaint is true and correct or that the Complainant has good reason to believe and does believe that the facts alleged constitute a violation of this Chapter. The Complainant shall swear to the facts by oath before a notary public or other person authorized by law to administer oaths under penalty of perjury.
- f) **Limitations Period.** To be accepted, a Complaint must be brought within six (6) months of the Complainant becoming aware of the act or omission that constitutes a violation of this Chapter. A Complaint will not be accepted more than two (2) years after the date of the act or omission.
- g) **Filing.** Complaints shall be submitted to the Board of Ethics. Submission of Complaints may be made by hand delivery, U.S. Mail, through a fraud, waste

and abuse 3rd party hotline, or email directed to an email address publicly listed by the City Secretary.

- h) **Acceptance of Complaint.** Within five (5) business days of receiving a Complaint, the City Secretary shall determine if it is administratively complete, and timely.
- 1) *Administratively Complete.* A Complaint is administratively complete if contains the information described above. If the Complaint is administratively complete, the City Secretary shall proceed as described in this Chapter. If the Complaint is incomplete the City Secretary shall send a written deficiency notice to the Complainant identifying the required information that was not submitted.
 - 2) The Complainant shall have ten (10) business days after the date the City Secretary sends a deficiency notice to the Complainant to provide the required information to the City Secretary, or the Complaint is automatically deemed abandoned and may not be processed in accordance with this Chapter. Within five (5) business days of a Complaint being abandoned, the City Secretary shall send written notification to the Complainant and the Accused.
- i) **Notification of Acceptance.** Within five (5) business days of determining that a Complaint is administratively complete, the City Secretary shall send a written notification of acceptance to the Complainant, the Accused, and the City Attorney.

A Complaint shall be considered an Accepted Complaint when the City Secretary has deemed the submittal administratively complete, and timely.

- j) **Confidentiality.** A Complaint that has been submitted to the City is hereby deemed confidential until such time as the Complaint is either dismissed or placed on an agenda for consideration by the Board of Ethics in accordance with this Chapter. The confidentiality created by this Chapter includes the fact that a Complaint was submitted and the contents of that Complaint. It shall be a violation of this Chapter for a City Official to publicly disclose information relating to the filing or processing of a Complaint, except as required for the performance of official duties or as required by law. Requests for records pertaining to Complaints shall be responded to in compliance with the State law. The limited confidentiality created by this Chapter is limited in scope and application by the mandates of the Texas Public Information Act, Chapter 552 of the Texas Government Code.

- k) **Ex Parte Communications.** After a Complaint has been filed and during the pendency of a Complaint before the Board of Ethics, it shall be a violation of this Chapter:
- 1) For the Complainant, the Accused, or any person acting on their behalf, to engage or attempt to engage directly or indirectly about the subject matter or merits of a Complaint in *ex parte* communication with a member of the Board of Ethics or any known witness to the Complaint; or
 - 2) For a member of the Board of Ethics, to knowingly allow an *ex parte* communication about the subject matter or merits of a Complaint, or to communicate about any issue of fact or law relating to the Complaint directly or indirectly with any person other than a member of the Board of Ethics, the City Secretary's office, the City Attorney's office, or Special Counsel.

Sec. 39.14. Preliminary Assessment

- a) **Referral to Chairperson.** Accepted Complaint(s) shall be referred to the Chairperson of the Board of Ethics within five (5) business days of being determined an Accepted Complaint.
- b) **Assignment of Panel.** Within five (5) business days of receiving an Accepted Complaint, the Chairperson of the Board of Ethics shall assign the Complaint to a Committee for preliminary assessment, and appoint a member of the Committee as the Committee Chair.
- c) **Committee Determination.** Within five (5) business days of being assigned an Accepted Complaint, the Committee shall review the Complaint on its face and determine whether the Complaint is an Actionable Complaint, Baseless Complaint, or Frivolous Complaint.

Actionable Complaints shall be returned to the Chairperson for listing on an agenda for a public hearing. Baseless Complaints and Frivolous Complaints shall be dismissed. Written notification of the Committee's determination shall be filed with the City Secretary and sent to the Chairperson, Complainant, the Accused, and the City Attorney within two (2) business days. Written notifications of dismissal shall include notice of the right to appeal.

- d) **Appeals.** Determination of a Committee may be appealed to the Board of Ethics by either the Complainant or the Accused, as applicable. An appeal shall be perfected by filing a written notice of appeal with the City Secretary within

ten (10) business days of the date the written notification is placed in the mail for delivery.

Sec. 39.15. Meetings

- a) **Calling Meetings.** Meetings of the Board of Ethics shall be called upon request of the Chairperson, three (3) members, or the City Secretary.
- b) **Quorum.** The quorum necessary to conduct meetings of the Board of Ethics shall be three (3). The Chairperson shall count toward the establishment of a quorum.
- c) **Hearings.**
 - 1) *Scheduling:* Hearings shall be scheduled by the City Secretary upon the filing of:
 - A) a Committee determination that a Complaint is an Actionable Complaint; or
 - B) an Appeal challenging a Committee's dismissal of a Complaint as a Baseless Complaint or Frivolous Complaint.
 - 2) *Purpose:* The purposes of the hearing(s) shall be solely to determine whether:
 - A) a violation of this Chapter occurred, and if so to assess the appropriate sanction;
 - B) an Accepted Complaint was erroneously dismissed as a Baseless Complaint or Frivolous Complaint by a Committee; and/or
 - C) an Accepted Complaint is a Frivolous Complaint.
 - 3) *Rules of Procedure:* The Board of Ethics shall adopt rules of procedure governing how to conduct hearings on Actionable Complaints. Such procedural rules are subject to confirmation or modification by the City Council.
 - 4) *Sworn Testimony:* All witness testimony provided to the Board of Ethics shall be under oath.

- 5) *Burden of Proof*: Because the burden of showing that a violation of this Chapter occurred is placed on the Complainant, it is the Complainant that has the obligation to put forth evidence, including testimony, supporting the Complaint. The Complainant is required to testify at the hearing. A Complainant's failure to testify at a hearing shall be grounds for dismissal of a Complaint.
- d) **Open Meetings**. All meetings and hearings of the Board of Ethics shall be conducted pursuant to the Texas Open Meetings Act. The Board of Ethics may convene in Executive Session (i.e., conduct a closed meeting) as allowed by the act. All final action of the Board of Ethics shall take place in open session.
- e) **Postponement in Certain Instances**. If a Complaint alleges facts that are involved in a criminal investigation or a criminal proceeding before a grand jury or the courts, the Board of Ethics may, when a majority of its members deem appropriate, postpone any hearing or any appeal concerning the Complaint until after the criminal investigation or criminal proceedings are terminated.

Sec. 39.16. Disposition

- a) **Dismissal**. If the Board of Ethics determines at the conclusion of a hearing by simple majority vote of its members that a Complaint should be dismissed, it may do so upon finding:
 - 1) the Complaint is a Baseless Complaint or Frivolous Complaint;
 - 2) the alleged violation did not occur;
 - 3) the Accused reasonably relied in good faith upon an Advisory Opinion, as provided in this Chapter; or
 - 4) the Complainant failed to testify at the hearing.
- b) **Sanctions**. If the Board of Ethics determines at the conclusion of a hearing that a violation has occurred, it may within ten (10) business days impose or recommend any of the following sanctions:
 - 1) *Letter of Notification*. If the violation is clearly unintentional, or when the Accuser's action was made in reliance on a written opinion of the City Attorney. A letter of notification shall advise the Accused of any steps to be taken to avoid future violations.

- 2) *Letter of Admonition.* If the Board of Ethics finds that the violation is minor and may have been unintentional, but calls for a more substantial response than a letter of notifications.
- 3) *A Reprimand.* If the Board of Ethics finds that the violation:
 - A) was minor and was committed knowingly, intentionally or in disregard of this Chapter; or
 - B) was serious and may have been unintentional.
- 4) *Recommendation of Suspension.* If the Board of Ethics finds that a violation :
 - A) was serious and that was committed knowingly, intentionally or in disregard of this Chapter or a state conflict of interest law; or
 - B) was minor but similar to a previous violation by the Person, and was committed knowingly, intentionally or in disregard of this Chapter.

The final authority to impose a suspension rests with the City Council regarding Board Members.
- 5) *Ineligibility.* If the Board of Ethics finds that a Vendor has violated this Chapter, the Board may recommend to the City Manager and City Council that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Notice of all sanctions imposed by the Board of Ethics shall be transmitted to the Accused, Complainant, City Secretary, City Attorney, and City Council.

c) **Frivolous.**

- 1) *Prohibition.* It is a violation of this Chapter for a Person to submit a Frivolous Complaint.
- 2) *Super-Majority Vote.* If the Board of Ethics determines at the conclusion of a hearing by a vote of two-thirds (2/3) of its members that a Complaint was Frivolous, the Board may prohibit the Complainant from filing a Complaint with the Board for a period of time up to one (1) year after the date the Frivolous determination was made.
- 3) *Factors.* In making a determination on frivolity, the Board of Ethics shall consider the following factors:

- A) the timing of the sworn Complaint with respect to when the facts supporting the alleged violation became known or should have become known to the Complainant, and with respect to the date of any pending election in which the Accused is a Candidate or is involved with a candidacy, if any;
 - B) the nature and type of any publicity surrounding the filing of the Complaint, and the degree of participation by the Complainant in publicizing the fact that a Complaint was filed;
 - C) the existence and nature of any relationship between the Accused and the Complainant before the Complaint was filed;
 - D) if the Accused is a Candidate, the existence and nature of any relationship between the Complainant and any Candidate or group opposing the Accused;
 - E) any evidence that the Complainant knew or reasonably should have known that the allegations in the Complaint were groundless; and
 - F) any evidence of the Complainant's motives in filing the Complaint.
- 4) *External Remedies.* Complainants who submit Frivolous Complaints are hereby notified that their actions may subject them to criminal prosecution or perjury (criminal prosecution), or civil liability for the torts of defamation or abuse of the process.

Sec. 39.17. Reconsideration

The Complainant or Accused may request the Board of Ethics to reconsider its decision. The request must be filed with the City Secretary within five (5) business days of receiving the final opinion of the Board of Ethics. The request for reconsideration shall be sent to the Chairperson of the Board of Ethics, the City Secretary, and the non-filing party (Complainant or Accused). If the Chairperson finds, in the Chairperson's sole discretion, that the request includes new evidence that was not submitted at a prior hearing, and that the new evidence bears directly on the Board of Ethic's previous determination, the Chairperson shall schedule a hearing on the request for reconsideration to occur within thirty (30) days after filing of the reconsideration request. Absent new evidence, the Chairperson shall unilaterally dismiss the request for reconsideration and provide the decision to the Parties."

**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 zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 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 publication as required by law. The City Secretary is directed to publish the caption and penalty of this ordinance two times.

PASSED AND APPROVED THIS 19th DAY OF JULY, 2018.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, City Attorney

CITY OF CORINTH

POLICY/ADMINISTRATIVE PROCEDURE/ADMINISTRATIVE DIRECTIVE

SECTION: FINANCE/ACCOUNTING	REFERENCE NUMBER:
SUBJECT: CITY MANAGER DIRECTIVE	INITIAL EFFECTIVE DATE: 08/01/2009
TITLE: TRAVEL & TRAINING POLICY	LAST REVISION DATE: 12/01/2017

1.0 ADMINISTRATIVE TRAVEL DIRECTIVE

The City of Corinth will pay reasonable expenses which are incurred in the course of authorized City travel. The City has two objectives when paying travel-related expenses. 1) To provide employees sufficient funds to execute business on behalf of the City and 2) to safeguard City funds by paying only reasonable and necessary expenses. This administrative directive outlines what constitutes a reasonable and necessary expense.

Department directors are ultimately responsible for overall administration, review and enforcement of the travel and training policy. Directors must ensure that all expenses comply with this reimbursement procedure and for the thorough review and approval of all documents necessary for the reimbursement transaction. Directors may impose more restrictions upon their departments within the confines of IRS regulations and the Fair Labor Standards Act as long as employees are properly notified of the restrictions.

Employees are expected to travel and conduct business in reasonable comfort and exercise good judgment in distinguishing between comfort and extravagance. Employees should use the most economical means available when using City funds.

The policy meets IRS Accountable Plan standards for allowing non-taxable reimbursements under the following conditions:

- Requires an overnight stay away from home
- A business connection exists
- Adequate receipts are filed within a reasonable period of time (30 days)

Procurement Card for Travel Expenses: Misuse of the City's p-card or violations of this administrative directive may result in card privileges being revoked or other disciplinary action being taken, as deemed appropriate.

Failure to comply with this administrative directive may result in disciplinary action, up to and including termination of employment.

This policy will remain in effect until changed or otherwise repealed by the City Manager. It supersedes all prior published travel and training policies or directives.

2.0 CONFERENCE REGISTRATION

The City of Corinth will pay for conference registration directly through the Accounts Payable process or with the p-card. In the event, an employee pays for registration; the city will reimburse the cost of the conference if the employee has obtained approval from their Director or designee. A copy of the registration receipt and proof of attendance must be provided for reimbursement. Employees are encouraged to take advantage of early registration to obtain a discounted rate.

3.0 TRAVEL ADVANCE

Travelers are expected to make the most cost effective travel arrangements possible.

- Approval Required for Travel on City Business: Employees must obtain prior approval for travel from their Director or designee. If the request is denied, the traveler is financially responsible for expenses.
- Travel Advance/Reimbursement Form: Upon approval, the travel authorization request form is submitted to Accounts Payable (NP) with documentation attached reflecting the event date(s), destination and purpose. A copy of the conference agenda and registration form must be attached. Requests must be received at least ten (10) days prior to the departure date. Regular AP deadlines apply.
- Allowable travel reimbursement will be paid through the Accounts Payable process.
- All outstanding advances must be completed, approved, and submitted to Accounting prior to any new travel advances being issued.

4.0 EXPENSE REIMBURSEMENT

- In the event a traveler incurs expenses not covered by per diem or not payable using a City P-Card, a Travel Advance/ Reimbursement Request Form is filed post-travel.
- Reimbursement is made for ordinary and reasonable expenses (see Section 6, Allowable Expenses below). Examples include mileage, parking, and tolls.
- Travel reimbursement requests are due to NP within fifteen (15) days upon return and require detailed receipts.
- Department Directors are responsible for reviewing reimbursement requests for compliance to the Travel and Training Policy.
- The form must include the purpose of the trip, the destination (city and state), and the departure/return dates and times.
- All receipts and supporting documents must be attached to the Travel Advance/Reimbursement Request Form. Supporting document must include a conference agenda or itinerary.

Note: per IRS guidelines, Reimbursements Requests without detailed receipts or filed after thirty days (30) may be considered taxable income to the traveler.

5.0 ALLOWABLE EXPENSES

Meals - The City will pay an employee's actual expenses as authorized within this administrative directive. Meals and incidental expenses will either be paid on a daily per diem basis of \$64 or actual expenses based on itemized receipts, whichever is less. The daily per diem rate of \$64 includes breakfast including gratuity (\$15), lunch including gratuity (\$16), dinner including gratuity (\$28), and incidentals (\$5). **Itemized, date-stamped receipts must be provided for all expenses. Receipts must be itemized and not just the credit card slip/balance due.** Failure to submit itemized receipts will render those expenses non-reimbursable.

If the conference registration includes meals that are already paid for by the City, the per diem for that meal will need to be deducted from the reimbursement request.

The City will pay for the cost of meals for overnight travel. Reimbursement will be based on the daily per diem rate of \$64 or the itemized receipt, whichever is less. If no receipt is submitted, then the employee is responsible for the cost of the meal and it will not be reimbursed. Meal reimbursement will be based on the daily per diem rate, not a cumulative per diem total for the trip.

Travel-related meals will be reimbursed if an overnight stay is required or if multiple trips are required during two or more consecutive days. The first and last days of travel receive 75% (\$48) of the daily per diem rate of \$64. Meals for employees traveling and returning the same day are not reimbursable.

The City will not pay for meals for individuals who are not employed by the City except with the prior written approval of the City Manager stating the business purpose of the meal. If an exception is granted, a copy of the city manager approval and an itemized meal receipt with attendee names must be attached to the Travel Advance/Reimbursement Form.

4. The City will pay for meals at scheduled seminars, training sessions, and other meetings, but will not reimburse for meals elsewhere if the meal cost was included in the conference fee. Non-reimbursable items include snacks, drinks or conference provided continental breakfast. If the conference registration includes meals that are already paid for by the City. The per diem for that meal will need to be deducted from the reimbursement request.
A conference itinerary/schedule must be included as supporting documentation when submitting for any meal reimbursement.
- **Transportation** - Cost-saving methods which include using a City vehicle or ride-sharing are encouraged. Early departure or a later return resulting in a substantial cost saving may be approved by the supervisor. The original airfare, lodging and per diem expenses must be documented and attached to the Travel Advance/Reimbursement Form.
 - **Air Travel** - Authorized fares are based on economy/coach rates. However, the traveler may upgrade using personal reward miles or by paying the difference out-of-pocket. Early booking is encouraged to ensure discounted rates. Luggage reimbursement is limited to one (1) checked bag and excludes any excess fees (i.e. overweight). Special consideration is given for fees on necessary City equipment. Airport Parking is reimbursed up to the DEW Express non-covered parking rate. Air Travel receipts are required.
 - **Personal Vehicle** - The City will pay the Internal Revenue Service mileage reimbursement rate in effect at the time of travel. The City will reimburse mileage from City Hall or other City facility (wherever the employee reports to work to the destination and back to the City facility). A map from Yahoo, Google or MapQuest must be attached to the Travel Reimbursement Form. If travel by personal vehicle is chosen over air travel, the reimbursement will not exceed coach fare plus related expenses. Travel not requiring an overnight stay (day travel) is authorized mileage reimbursement only. Use of a personal vehicle must be approved in advance by the Department Director. Mileage reimbursement does not apply when renting a vehicle.
 - **Traveler Receiving a Car Allowance** - Mileage is not reimbursable if a traveler receives a car allowance. The traveler is allowed reimbursement for fuel purchases if the destination exceeds 50 miles one-way.
 - **Rental Car** - The City will not assure payment for rental cars without the prior written approval of the employee's Director. When renting vehicles, the City's property and liability insurance is the primary source of coverage in the event of an accident. Employees should not purchase additional insurance. **If** an employee chooses to purchase the additional insurance, it is a non-reimbursable



expense. Mileage must be included in the rental agreement. Mileage will NOT be reimbursed when using a rental car.

- **Lodging** - Authorized rates are based on single-occupancy rooms. The traveler should request a "government" room rate, which may be lower than the "conference" rate. Internet charges may be authorized by the Director if conducting City business. The traveler is responsible for room service or other personal charges.
- **Registration** - Required registration fees and materials are authorized.
- **Incidentals** - City of Corinth will not pay for dry cleaning, shoe shining, haircuts, magazines and books, tickets to the theater, sports events, or other such incidental expenses.
- **Miscellaneous Expenses** - Allowable expenses include tolls, parking, cab fares, copy/fax/phone charges and other business related expenses.

6.0 SPECIAL CIRCUMSTANCES

When practical, official travel should occur during regular work hours. In the event that travel occurs outside of regular work hours, every effort should be made to reduce overtime by adjusting the weekly work schedule or accrue compensatory time. Directors must approve travel outside of regular work hours.

If the traveler cancels/does not attend due to non-business related reasons, expenses paid by the City are subject to be repaid to the City by the traveler. Only if changes are caused by unforeseeable and urgent business purposes will the City incur the expense. The Department Director is responsible for ensuring applicable fees are reimbursed to the City.

Official travel may coincide with personal travel plans (i.e. vacation, attend conference golf tournament, etc.) when vacation is approved prior to the trip. Any expenses not related to City business, such as extracurricular events, lodging, and meals will be the responsibility of the traveler.

A traveler is permitted to bring guest(s) and is responsible for any extra charges incurred. If the travel is cancelled, the City is not liable for any guest expenses and the traveler will not be reimbursed.

7.0 CITY MANAGER AUTHORIZATION

This directive is effective December 1, 2017



Bob Hart, City Manager

City Council Regular and Workshop Session

Meeting Date: 07/19/2018

Title: Electricity

Submitted For: Bob Hart, City Manager

Submitted By: Bob Hart, City Manager

Finance Review: Yes

Legal Review: Yes

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Discuss future electricity prices and options and consider authorizing the City Manager to execute a future electricity contract.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth is a member of TCAP - the Texas Coalition for Aggregated Power - to purchase electricity for city facilities. The current supplier fo electricity is provided by Gexa and is extraordinarily low. - approximately 0.032 per kWh. The current TCAP contract wth Gexa ends in on December 31, 2022. The staff also relies upon 5 Energy to monitor the city's load factor and future rate trends. Future market trends indicate a favorable market in years 2023 through 2028. Consequently staff requested 5 Energy to solicit electric bids for the years 2023 through 2030. Chris Watson will be present to review the bid proposals.

RECOMMENDATION

Consider authorizing the city manager to execute a future electricity contract (dependent on favorable terms offered through the bidding process).

Attachments

Presentation



July 19, 2018
Confidential

City of Corinth

Overview



International Presence

50+ team members,
HQ in Irving, Texas.
Staff in TX, NY, NJ,
MD, OH, PA & Mexico

Regional Expertise

Deregulated energy
experts with in-depth
market knowledge
and experience
throughout the US,
Canada & Mexico

Helping Thousands

Includes commercial
& industrial clients, as
well as government
entities

Supplier DNA

Founded by energy
CEO's, COO's,
corporate energy
managers and
commodity traders



Markets Inform Product Selection

Long-term Historical Wholesale Natural Gas Prices



INDEX PRODUCTS

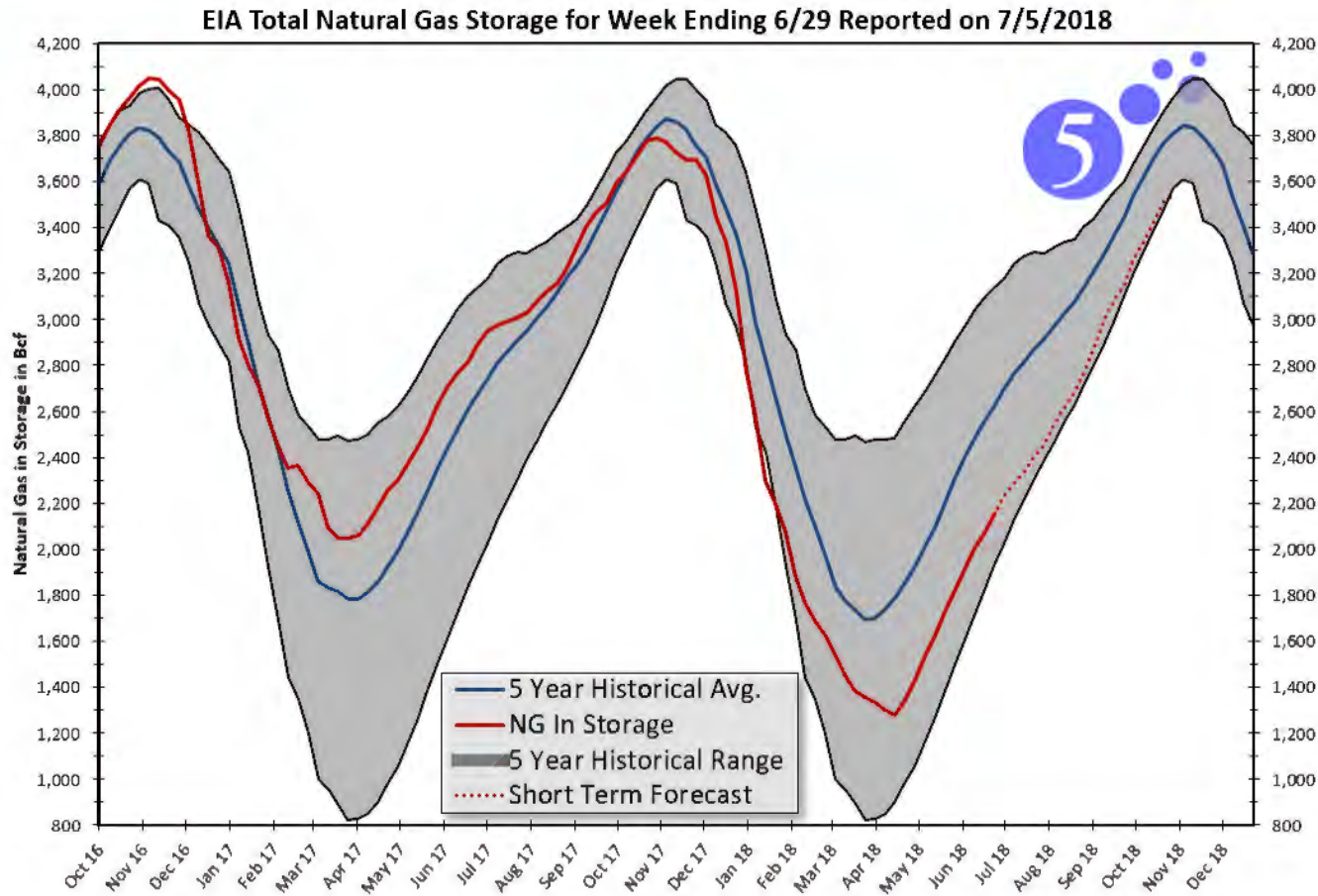


HYBRID PRODUCTS



FIXED PRICE PRODUCTS

Fundamental Analysis - Gas Storage



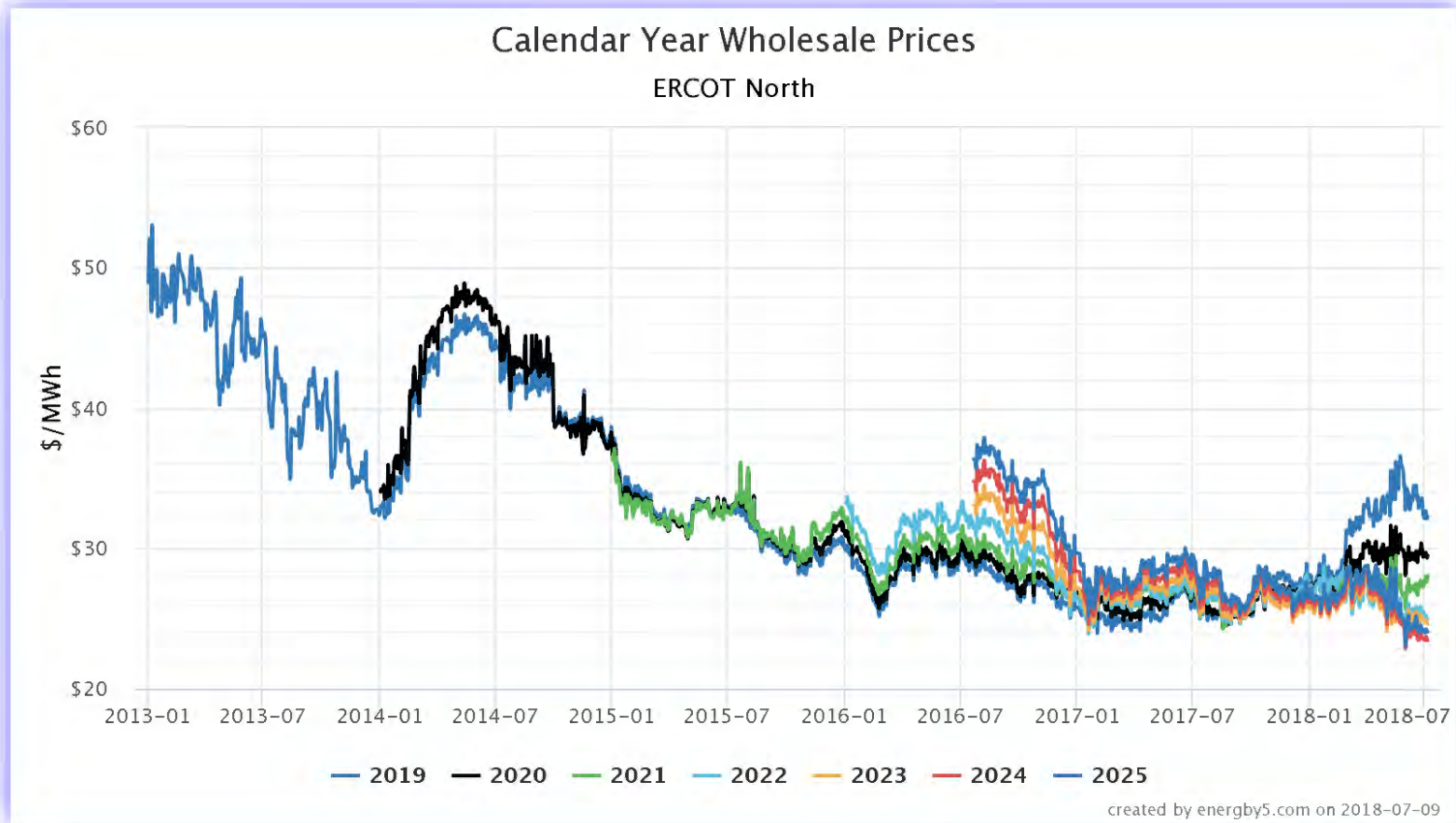
Week over Week Comparison			Historical Comparison			
<u>6/29/2018</u>	<u>6/22/2018</u>	<u>Net Change</u>	Last Year (6/29/17)		5 Year Avg. (2013-2017)	
			<u>Bcf</u>	<u>% Change</u>	<u>Bcf</u>	<u>% Change</u>
2,152	2,074	78	2,878	-25.2%	2,647	-18.7%



Markets – Natural Gas



Markets - Electricity



Procurement – Process Overview



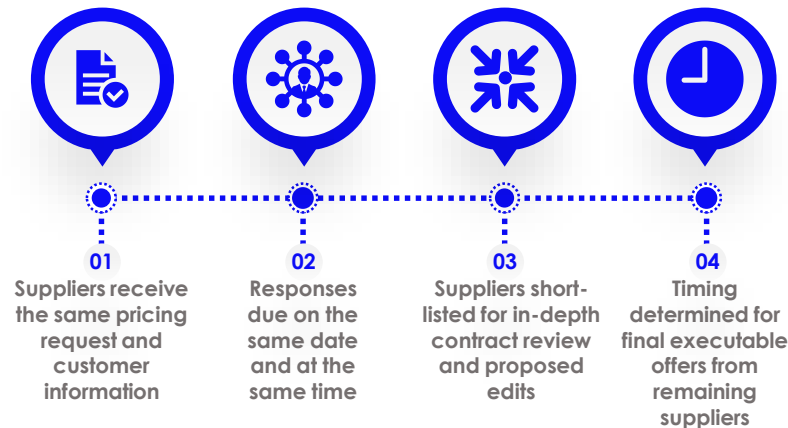
Consider up to 15 different suppliers, reduce list to 8 or less for price request

- › Supplier Criteria Considered – Experience within specific customer vertical, pricing, product set, customer service, contract flexibility, back office operations, sophistication, risk management and financial stability
- › Supplier Due Diligence – Interviews with key personnel from various functional areas, company visits, contract reviews, on-going supplier performance with existing customers of 5, company financials, and years of experience



Conduct multiple competitive pricing rounds

- › Review term lengths, products and contract specifics based on procurement strategy
- › RFP process:



Compile list of other services and potential providers

- › Demand response, power factor correction, natural gas, bill pay/audit, benchmarking

RFP Results

Start Date: 1/1/2023

Annual Usage: 3,235,658 kWh

Supplier	12	24	36	48	60	72	78
MP2							
Reliant							
TXU							
GLO (Effective)							

Updated prices will be provided at the city council meeting

- Previous contract price that ended in January 2018 - .07445 per kWh
- Current contract price - .0360 per kWh