



* * * * PUBLIC NOTICE * * * *

**NOTICE OF A CITY COUNCIL
SPECIAL SESSION OF THE CITY OF CORINTH
Thursday, March 30, 2017, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

***NOTICE IS HEREBY GIVEN** of a Special 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:

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 a Unified Sign Plan for Bill Utter Ford Addition in the City of Corinth, Denton County, Texas. Having a physical address of 4901 IH 35E.
2. Consider and act on a Resolution authorizing the Corinth Economic Development Corporation to enter into a contract for service with CBRE Inc. to perform a hotel feasibility study in an amount not to exceed \$20,000.00.
3. Consider and act on the approval of an Interlocal Agreement with Region VIII Education Service Center for cooperative purchasing on the The Interlocal Purchasing System (TIPS) Program.
4. Consider and act on a resolution of the City of Corinth suspending the April 21, 2017, effective date of ONCOR Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates.
5. Consider and act on a Resolution nominating one candidate to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District.

CITIZENS COMMENTS

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

BUSINESS AGENDA

6. Consider and act on a contract amendment for Construction Manager at Risk Services to accept the Guaranteed Maximum Price for the construction of the Joint Public Safety Center and Fire Station.
7. Consider and act on nominations, appointments, resignations and removal of members from the Keep Corinth Beautiful Commission.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

The City Council will convene in such executive or closed session to consider any matters regarding any of the above listed 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:

Posted this 24 day of March, 2017 at 11:30 a.m. on the bulletin board at Corinth City Hall.

Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Special Session

Meeting Date: 03/30/2017
Title: Bill Utter Ford - Sign Plan
Submitted For: Fred Gibbs, Director
Submitted By: Barbara Cabbage, Planning & Development Manager
City Manager Review: **Approval:** Bob Hart, City Manager

AGENDA ITEM

Consider and act on a Unified Sign Plan for Bill Utter Ford Addition in the City of Corinth, Denton County, Texas. Having a physical address of 4901 IH 35E.

AGENDA ITEM SUMMARY/BACKGROUND

APPROVAL PROCESS

Unified Sign Plans are considered by City Council.

AGENDA ITEM SUMMARY/BACKGROUND

Monica Utter is representing Bill Utter Ford with an application for a Unified Sign Plan. As construction continues on the exterior renovations to the “Showroom” and additions to the service center, used car sales, body shop along with a new stand alone car wash; Bill Utter Ford has proposed new signage as a part of the Ford Motor Company requirements. The proposed signage is described below:

- Three signs on the west elevation of the showroom includes sign labeled **#1** - 21 sf oval “Ford” logo sign, **#2** - 31 sf oval “Ford” logo and **#3** at approximately 108 sf “Bill Utter” sign.
- Two signs on the south elevation of the showroom includes **#4** a 108 sf “Bill Utter” sign and **#5** is a 31 sf oval “Ford” sign and.
- Two signs on the north elevation of the showroom includes **#6** is a 31 sf oval “Ford” sign and **#7** - 108 sf “Bill Utter” sign.
- Five signs on the north elevation of the service center / body shop includes item labeled **#8** is a 37 sf “Service” sign over the overhead doors, **#9** the service logo (wrench in hand) measures about 16 sf, **#10** – “Quick Lane” sign measures 29 sf, **#11** sign “Tire & Auto Center” measures 3.8 sf, and **#12** shows service information and service hours of operation measures 15 sf.
- One sign on the pre-owned building is **#13** a “Bill Utter Pre-Owned” measured at 103 sf.
- Two existing pole signs are along the north bound frontage road - a "Ford" sign and an LED sign.

These Ford Motor Company sign standards along with the number of signs necessary for the Bill Utter Ford Dealership make this an ideal situation for a Unified Sign Plan to be presented.

The Unified Development Code defines a Unified Sign Plan as a graphic representation showing all proposed signage for the area of a site containing a minimum of the following:

1. A map showing the location of proposed signs;
2. Signs dimensioned and showing the distance from the nearest public right-of-way, and
3. Elevations (renderings) dimensioned and labeled, including text, materials, material finishes, colors, lighting and proposed landscaping.

ZONING

The Bill Utter Ford complex is a PD C-3 and PD C-2. The proposed Unified Sign Plan is located in the area zoned PD C-3.

COMPREHENSIVE FUTURE LAND USE DESIGNATION

The Comprehensive Plan Future Land Use Map shows the Bill Utter Ford site designated Commercial.

FINANCIAL SUMMARY

No funding is required.

RECOMMENDATION

Staff recommends approval of the Unified Sign Plan as presented.

Attachments

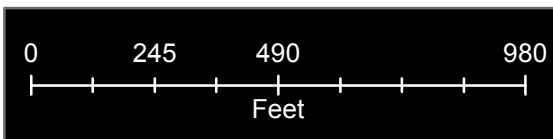
Location Map

Site Plan Unified Sign Plan

Sign List 1-13



Bill Utter Ford Location Map



SHADY SHORES ROAD
(OLD U.S. HIGHWAY NO. 77)

OLD U.S. HIGHWAY NO. 77

MAIN BUILDING AREA DATA PARKING DATA REQUIRED PARKING SPACE

Category	Area / Description	Required Parking Space
SHOWROOM AND OFFICES	SHOWROOM	2,807 S.F. ÷ 500 SQ. FT. PER PARKING SPACE = 6 PARKING SPACE
	OFFICES - FIRST FLOOR	5,834 S.F. ÷ 350 SQ. FT. PER PARKING SPACE = 17 PARKING SPACE
	OFFICES - SECOND FLOOR	5,448 S.F. ÷ 350 SQ. FT. PER PARKING SPACE = 16 PARKING SPACE
	COVERED DISPLAY	3,630 S.F. ÷ 500 SQ. FT. PER PARKING SPACE = 8 PARKING SPACE
	SUB-TOTAL SHOWROOM AND OFFICES	17,719 S.F.
SERVICE	SERVICE DRIVE	2,577 S.F. ÷ 500 SQ. FT. PER PARKING SPACE = 6 PARKING SPACE
	SERVICE DRIVE EXPANSION	1,303 S.F. ÷ 500 SQ. FT. PER PARKING SPACE = 3 PARKING SPACE
	SERVICE SHOP	12,295 S.F. ÷ 500 SQ. FT. PER PARKING SPACE = 25 PARKING SPACE
	SERVICE SHOP EXPANSION	12,975 S.F. ÷ 500 SQ. FT. PER PARKING SPACE = 26 PARKING SPACE
	SERVICE SHOP OFFICES	6,367 S.F. ÷ 350 SQ. FT. PER PARKING SPACE = 19 PARKING SPACE
SUB-TOTAL SERVICE	35,517 S.F.	
PART STORAGE	PARTS FIRST FLOOR	4,645 S.F. ÷ 1,000 SQ. FT. PER PARKING SPACE = 5 PARKING SPACE
	PARTS MEZZANINE	3,915 S.F. ÷ 1,000 SQ. FT. PER PARKING SPACE = 4 PARKING SPACE
	SUB-TOTAL PARTS WAREHOUSE	8,560 S.F.
PAINT AND BODY SHOP	PAINT AND BODY SHOP	8,157 S.F. ÷ 500 SQ. FT. PER PARKING SPACE = 17 PARKING SPACE
	PAINT AND BODY SHOP OFFICES	1,152 S.F. ÷ 350 SQ. FT. PER PARKING SPACE = 4 PARKING SPACE
	SUB-TOTAL PARTS WAREHOUSE	9,308 S.F.
GRAND TOTAL	71,105 S.F.	TOTAL PARKING SPACE REQUIRED FOR BUILDING 156 SPACES

Category	Area / Description	Required Parking Space
AUTOMATIC CAR WASH BUILDING	AUTOMATIC CAR WASH BUILDING	1,504 S.F. ÷ 500 SQ. FT. PER PARKING SPACE = 4 PARKING SPACE
	PRE-OWNED BUILDING	3,096 S.F. ÷ 350 SQ. FT. PER PARKING SPACE = 9 PARKING SPACE
	PRE-OWNED EXPANSION	2,981 S.F. ÷ 350 SQ. FT. PER PARKING SPACE = 9 PARKING SPACE
SUB-TOTAL PARTS WAREHOUSE	6,077 S.F.	SUB-TOTAL 18 PARKING SPACES
GRAND TOTAL	71,105 S.F.	TOTAL PARKING SPACE REQUIRED FOR BUILDING 156 SPACES

GRAND TOTAL OF REQUIRED PARKING 178 SPACES
PROVIDED PARKING 1286 SPACES
REQUIRED ACCESSIBLE PARKING 6 SPACES
AS PER TABLE 208.2 (TAS)
PROVIDED ACCESSIBLE PARKING 8 SPACES

Category	Area / Description	Required Parking Space
PRE-OWNED BUILDING	PRE-OWNED EXPANSION	3,096 S.F. ÷ 350 SQ. FT. PER PARKING SPACE = 9 PARKING SPACE
	PRE-OWNED	2,981 S.F. ÷ 350 SQ. FT. PER PARKING SPACE = 9 PARKING SPACE
	SUB-TOTAL PARTS WAREHOUSE	6,077 S.F.

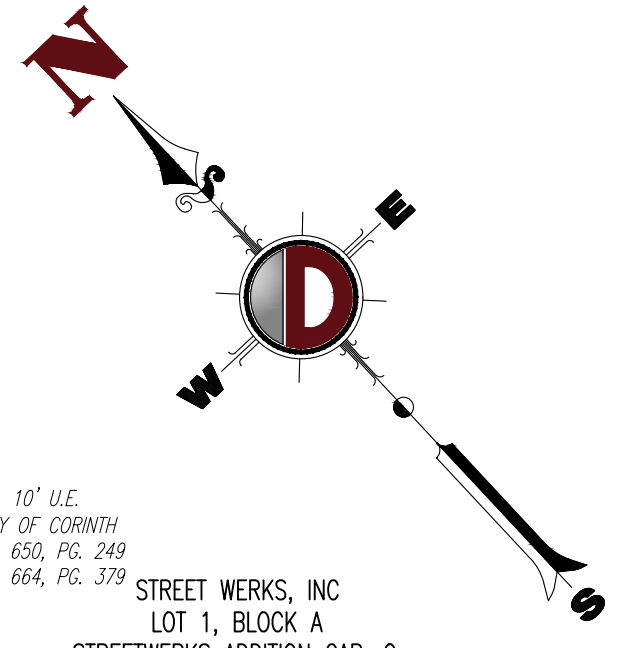
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REQUIRED ACCESSIBLE PARKING 6 SPACES
AS PER TABLE 208.2 (TAS)
PROVIDED ACCESSIBLE PARKING 8 SPACES

FAR CALCULATION
LAND (802,244 SQ.FT.) / BUILDING FOOT PRINT (69,323 SQ. FT.) =
PERCENT OF BUILDING FOOT (69,323 SQ. FT.) OVER LAND (802,244 SQ.FT.) = 8.64%

Site Data Summary

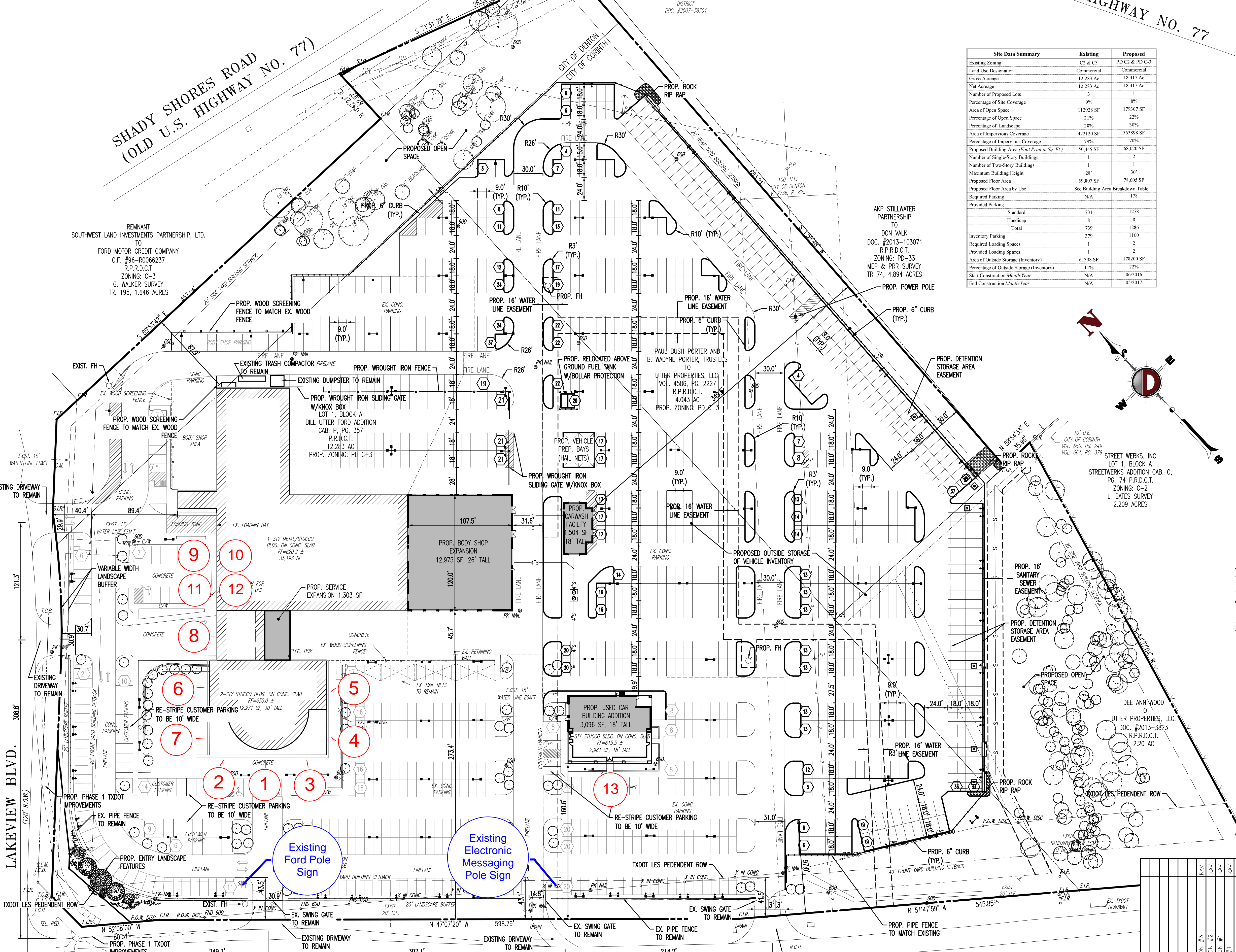
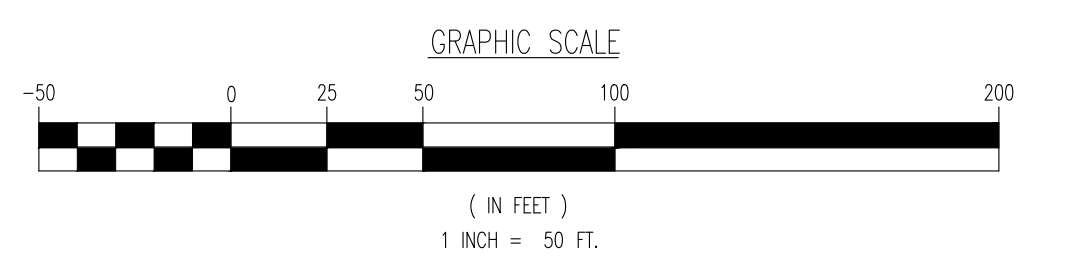
	Existing	Proposed
Existing Zoning	C2 & C3	PD C2 & PD C-3
Land Use Designation	Commercial	Commercial
Gross Acreage	12.283 Ac.	18.417 Ac.
Net Acreage	12.283 Ac.	18.417 Ac.
Number of Proposed Lots	3	1
Percentage of Site Coverage	9%	8%
Area of Open Space	112928 SF	179307 SF
Percentage of Open Space	21%	22%
Percentage of Landscape	28%	30%
Area of Impervious Coverage	422120 SF	563938 SF
Percentage of Impervious Coverage	79%	79%
Proposed Building Area (Foot Print in Sq. Ft.)	50,445 SF	68,020 SF
Number of Single-Story Buildings	1	2
Number of Two-Story Buildings	1	1
Maximum Building Height	28'	30'
Proposed Floor Area	59,807 SF	78,605 SF
Proposed Floor Area by Use	See Building Area Breakdown Table	
Required Parking	N/A	178
Provided Parking		
Standard	731	1278
Handicap	8	8
Total	739	1286
Inventory Parking	379	1100
Required Loading Spaces	1	2
Provided Loading Spaces	1	2
Area of Outside Storage (Inventory)	61398 SF	178300 SF
Percentage of Outside Storage (Inventory)	11%	22%
Start Construction Month Year	N/A	06/2016
End Construction Month Year	N/A	05/2017

AKP STILLWATER PARTNERSHIP TO DON WALK DOC. #2013-103071 R.P.R.D.C.T. ZONING: PD-33 MEP & PRR SURVEY TR 74, 4.894 ACRES



GRADING/UTILITY LEGEND

-W-	APPROX. LOC. UNDERGROUND WATER LINE	-W-	WATER LINE
-G-	APPROX. LOC. UNDERGROUND GAS LINE	-G-	GAS MAIN
-CH-	EXISTING POWER POLE & O.H. ELECTRIC LINES	-UGE&T-	PROPOSED UNDERGROUND ELECTRIC SERVICE (NO. & SIZE OF CONDUITS NOT DEFINED)
-T-	APPROX. LOC. UNDERGROUND TEL. LINE	-S-	PROPOSED CONDUIT FOR TELEPHONE SERVICE
-SS-	EXISTING SANITARY SEWER	-S-	PROPOSED SANITARY SEWER LINE
-SS-	EXISTING STORM SEWER	-S-	PROPOSED STORM DRAIN LINE
-MCE-	EXISTING MAJOR CONTOUR & ELEVATION	-MCE-	PROPOSED FINISH GRADE CONTOUR & ELEVATION
-MCE-	EXISTING MINOR CONTOUR & ELEVATION	-MCE-	PROPOSED SWALE LINE
-MCE-	EXISTING ELEVATION	-MCE-	PROPOSED FENCE LINE
-MCE-	EXIST. TOP OF CURB ELEVATION	-MCE-	PROPOSED DIRECTION OF DRAINAGE FLOW ARROW
-MCE-	EXIST. GUTTER ELEVATION	-MCE-	PROPOSED AREA LIGHT
-MCE-	EXIST. FIRE HYDRANT	-MCE-	PROP. CLEAN OUT
-MCE-	EXIST. UTILITY VALVE	-MCE-	2 WAY CLEANOUT
-MCE-	EXIST. UTILITY POLE	-MCE-	PROP. TOP OF WALL & FINISHED GRADE @ BASE OF WALL (FACTUAL BOTTOM OF WALL FOOTING TO BE ESTABLISHED BY WALL DESIGNER)
-MCE-	EXIST. TRAFFIC SIGNAL	-MCE-	PROP. TOP OF CURB & FINISHED GRADE ELEV.
-MCE-	EXIST. MONITORING WELL	-MCE-	PROP. PAVEMENT SPOT ELEV.
-MCE-	EXIST. CATCH BASIN	-MCE-	PROP. FINISHED FLOOR ELEV.
-MCE-	EXIST. MANHOLE	-MCE-	PROP. GRADE INLET
-MCE-	PROP. HEADWALL	-MCE-	PROP. DRAINAGE MANHOLE
-MCE-	PROP. CURB INLET	-MCE-	PROP. SANITARY SEWER MANHOLE



- NOTES:**
- ALL CONSTRUCTION SHALL BE DONE IN STRICT CONFORMANCE TO THESE PLANS AND ALL APPLICABLE MUNICIPAL ORDINANCES AND STANDARDS.
 - CONTRACTOR MUST OBTAIN ALL NECESSARY PERMITS FROM THE STATE HIGHWAY DEPARTMENT FOR ANY AND ALL WORK TO BE DONE IN HIGHWAY RIGHT-OF-WAY.
 - ALL DIMENSIONS ARE SHOWN TO THE FACE OF CURB OR BUILDING UNLESS OTHERWISE NOTED.
 - SEE ARCHITECTURAL PLANS FOR DETAILED DIMENSIONS SURROUNDING BUILDING.
 - PAVEMENT JOINT SPACING SHALL BE SPACED AT 15' CENTERS EACH WAY AND COMPLY WITH CITY OF CORINTH STANDARDS.
 - SEE ELECTRICAL PLANS FOR EXACT LOCATIONS AND DETAILS FOR SITE LIGHTING.
 - ALL OFF-STREET PARKING AREAS AND SPACES MUST HAVE FREE INGRESS AND EGRESS TO PUBLIC THROUGHFARE DURING BUSINESS OPERATION HOURS. THIS PROPOSED GATES SHALL REMAIN OPEN DURING BUSINESS OPERATION HOURS.
 - OFF-STREET LOADING TO OCCUR IN DRIVE AISLES OF INVENTORY PARKING NOT MARKED AS FIRE LANE.

DYNAMIC ENGINEERING
LAND DEVELOPMENT CONSULTING • PERMITTING • GEOTECHNICAL • ENVIRONMENTAL • SURVEY • PLANNING & ZONING

1904 Moon Street, Lake Como, NJ 07719 T: 732.974.0198 F: 732.974.3321
14521 Oak Ridge Road, Suite 200, Houston, TX 77079 T: 281.789.6400
245 Main Street, Suite 110, Chester, NJ 07930 T: 908.879.9229 F: 908.879.2222
790 Newtonville Turnpike, Suite 425, PA 18948 T: 610.665.0278 F: 610.665.0301

SITE PLAN

PROJECT: **BILL UTTER FORD EXPANSION**
LOT 1, BLOCK A, BILL UTTER FORD ADDITION
4901 SOUTH I-35E
CITY OF CORINTH, DENTON COUNTY, TEXAS

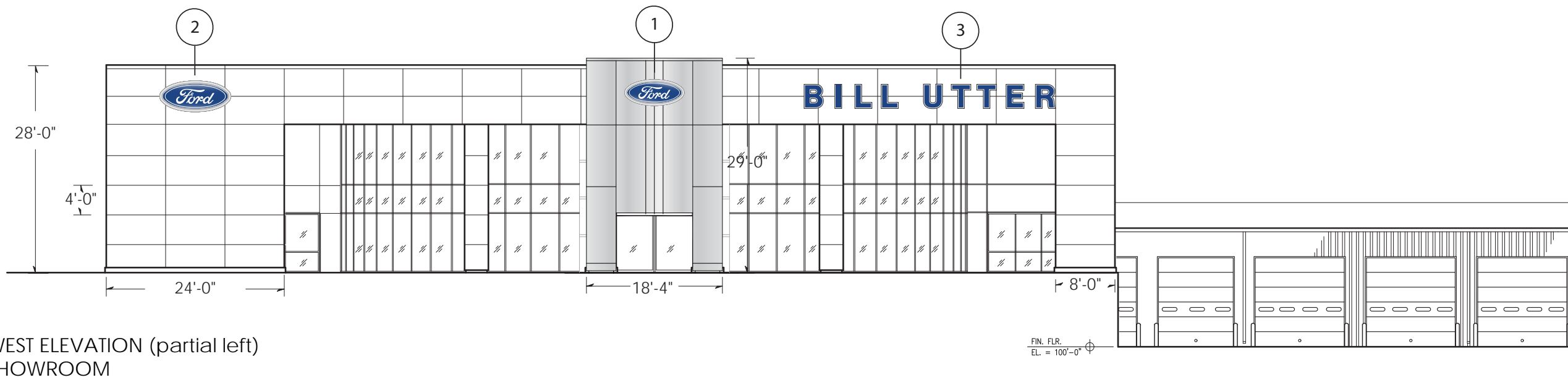
DATE: 05/12/16
JOB No: 1741-15-001
SCALE: (H) 1"=50' (V) 1"=50'
SHEET No: 2 OF 18

KYLE A. VRLA
PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 119166

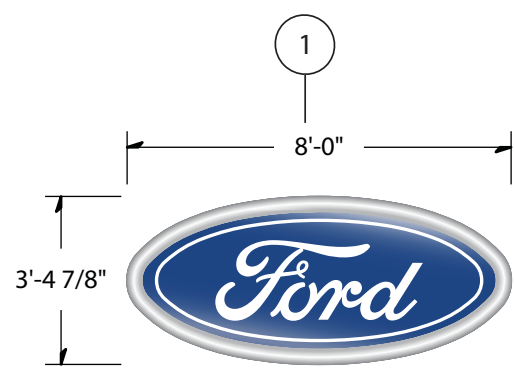
DEC Client Code: 1741 Rev. # 0

TEXAS 811
KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG.
A PHONE CALL CAN BE YOUR INSURANCE POLICY
CONTRACTORS TO NOTIFY TEXAS ONE CALL SYSTEM
(1-800-245-4545) A MINIMUM OF 72 HOURS PRIOR TO START OF WORK

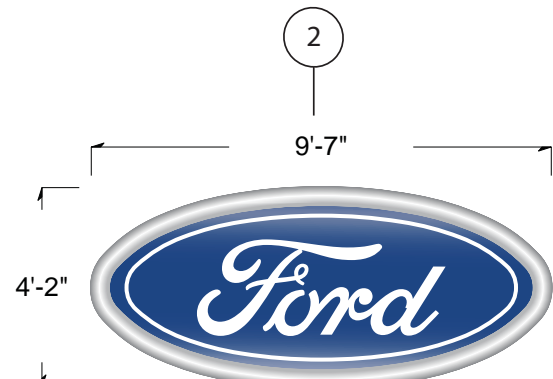
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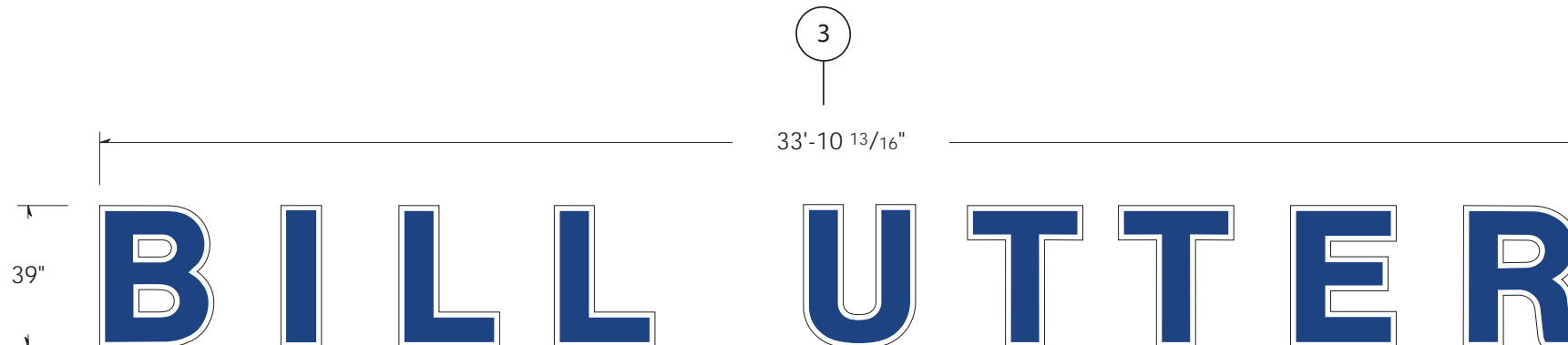
WEST ELEVATION (partial left)
SHOWROOM






F 21sf oval

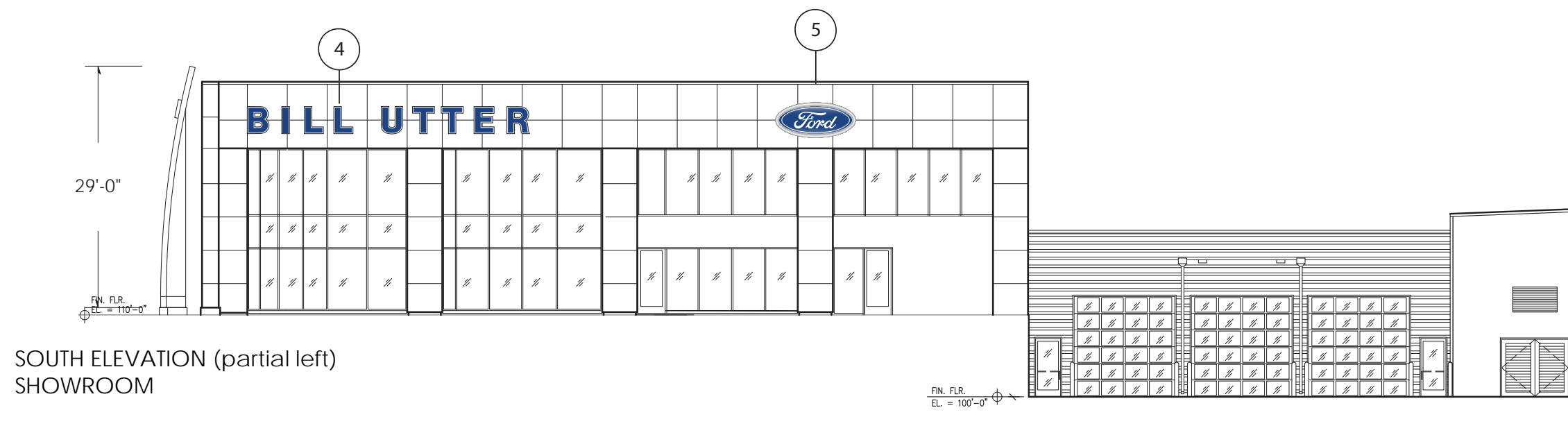


F 31sf oval

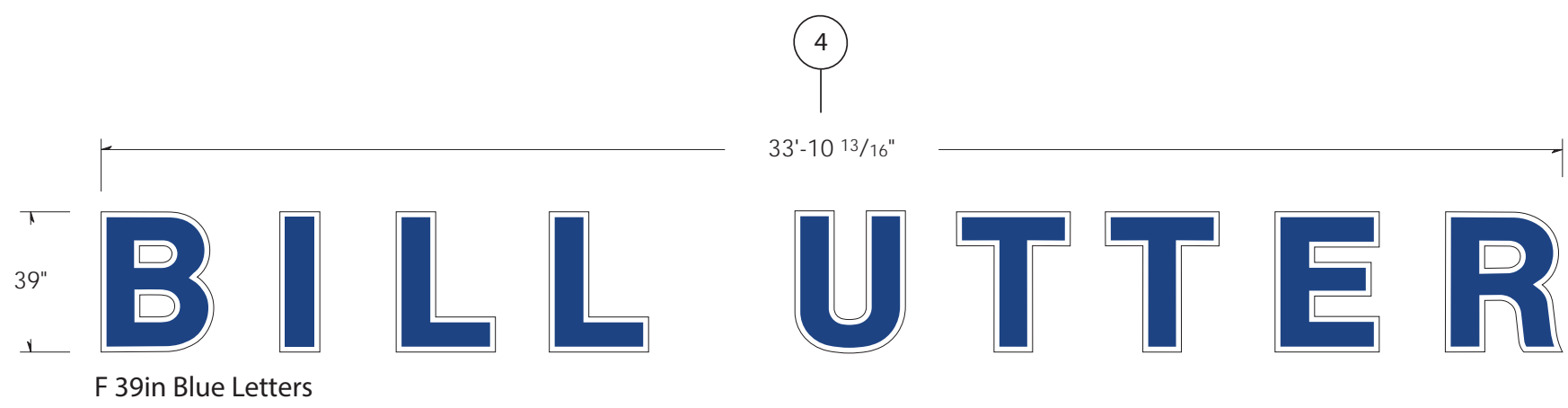


F 39in Blue Letters

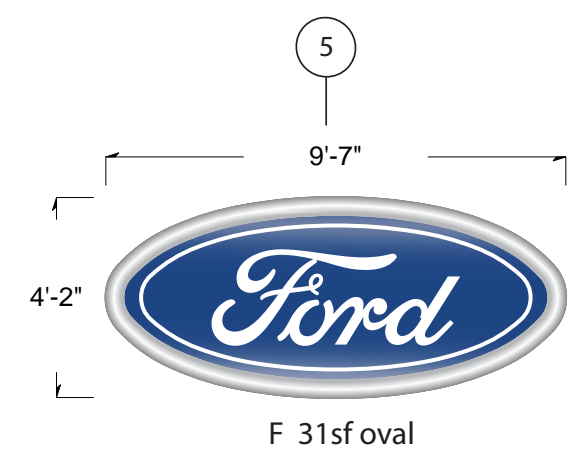
Dealer Code# F52406	Dealership Name: Bill Utter Ford	File Name: Bill Utter Ford F52406_ELEV	Approved by: Name _____ Date _____	 YOUR IMAGE. OUR PRIORITY.	
 	City, State: Denton, TX	Scale: Elevation: 1/16=1' (11x17 paper) Signs: 1/4=1'			Rev 1: _____
	Date: 09/08/2016	Drawn by: C.MIRAMONTES	Rev 3: _____	Rev 4: _____	Sheet No. 1






SOUTH ELEVATION (partial left)
SHOWROOM

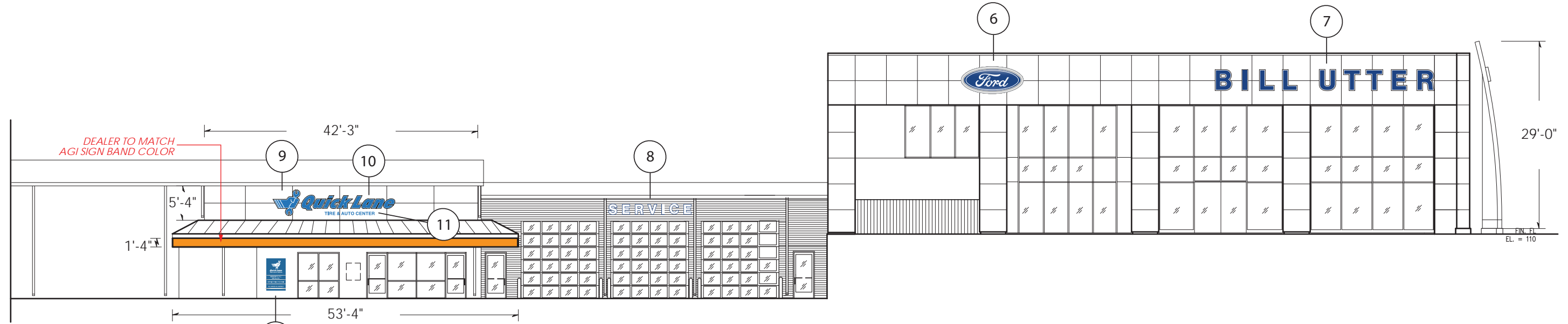


F 39in Blue Letters

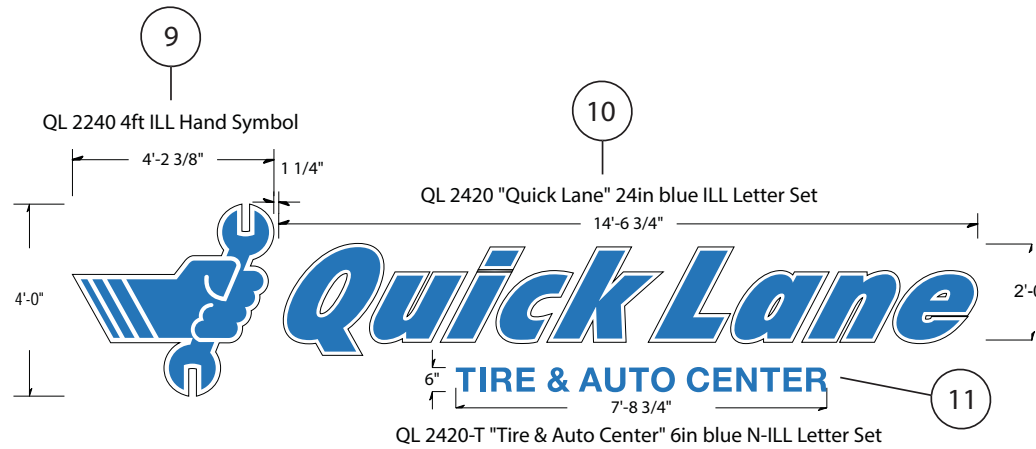
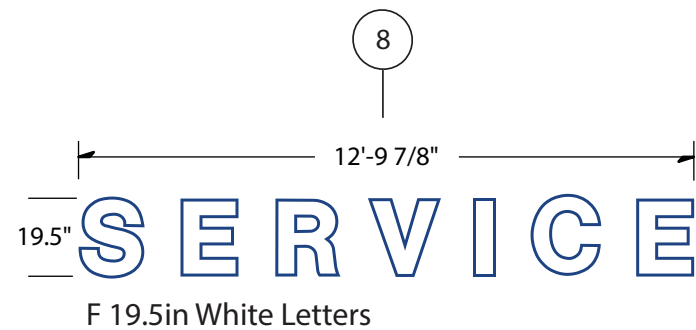
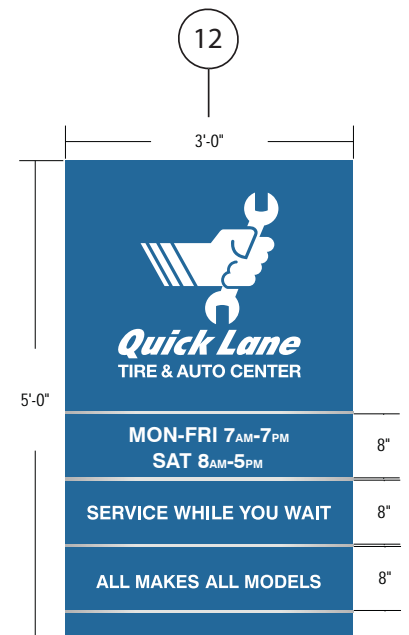
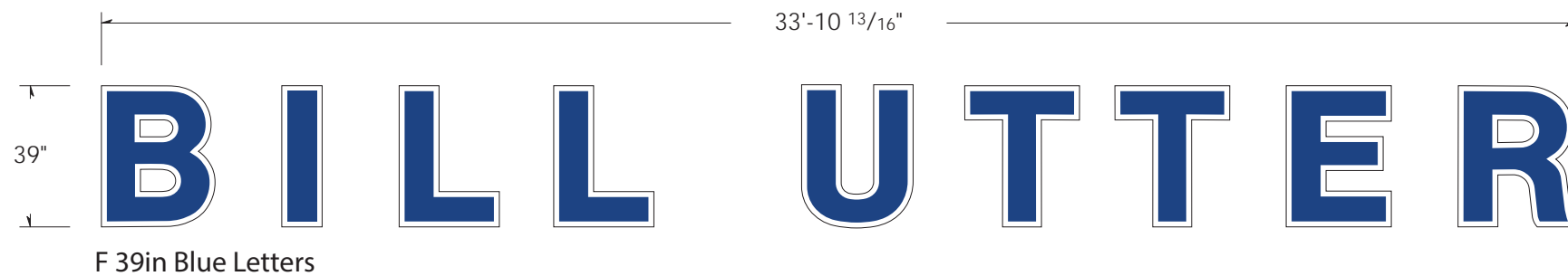
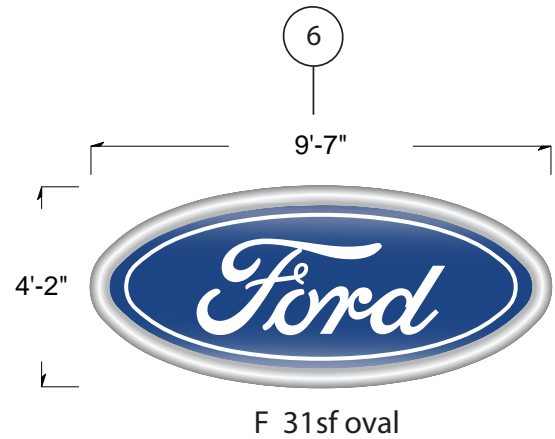


F 31sf oval

Dealer Code# F52406	Dealership Name: Bill Utter Ford	File Name: Bill Utter Ford F52406_ELEV	Approved by: Name _____ Date _____		 YOUR IMAGE. OUR PRIORITY.		
 	City, State: Denton, TX	Scale: Elevation: 1/16=1' (11x17 paper) Signs: 1/4=1'	Rev 1:	Rev 2:		Rev 3:	Rev 4:
	Date: 09/08/2016	Drawn by: C.MIRAMONTES					

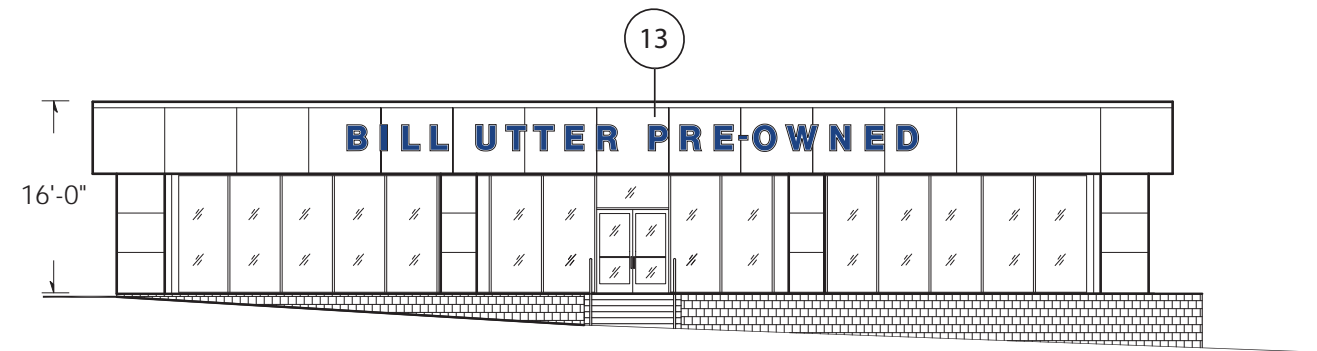


NORTH ELEVATION (partial RIGHT)
SHOWROOM

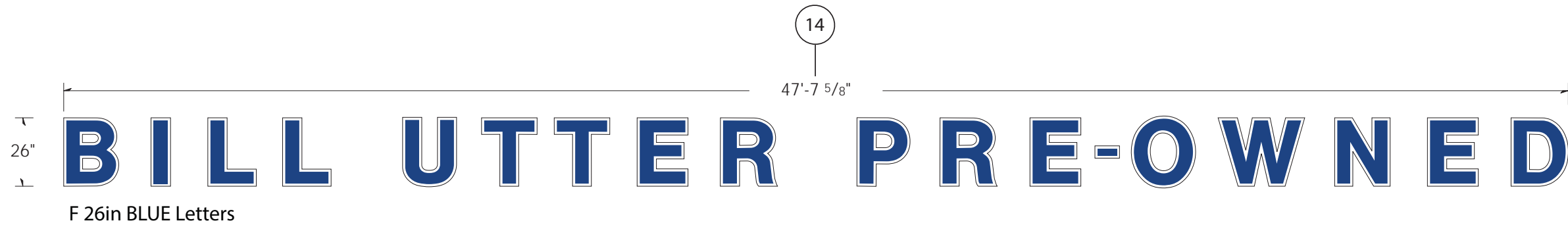





Dealer Code# F52406	Dealership Name: Bill Utter Ford	File Name: Bill Utter Ford F52406_ELEV	Approved by: Name _____	
	City, State: Denton, TX	Scale: Elevation: 1/16=1' (11x17 paper) Signs: 1/4=1'	Date _____	
	Date: 09/08/2016	Drawn by: C.MIRAMONTES	Rev 1:	Rev 2:
			Rev 3:	Rev 4:
				Sheet No. 3





WEST ELEVATION (PRE-OWNED)



Dealer Code# F52406	Dealership Name: Bill Utter Ford	File Name: Bill Utter Ford F52406_ELEV	Approved by: Name _____ Date _____		 YOUR IMAGE. OUR PRIORITY.
  LINCOLN	City, State: Denton, TX	Scale: Elevation: 1/16=1' (11x17 paper) Signs: 1/4=1'			
Date: 09/08/2016		Drawn by: C.MIRAMONTES⁰	Rev 4: _____	Rev 5: _____	Sheet No. 4

City Council Special Session

Meeting Date: 03/30/2017

Title: Resolution Authorizing the Corinth Economic Development Corporation to Perform a Hotel Feasibility Study

Submitted For: Jason Alexander, Director

Submitted By: Jason Alexander, Director

Finance Review: Yes

Legal Review: N/A

City Manager Review: **Approval:** Bob Hart, City Manger

AGENDA ITEM

Consider and act on a Resolution authorizing the Corinth Economic Development Corporation to enter into a contract for service with CBRE Inc. to perform a hotel feasibility study in an amount not to exceed \$20,000.00.

AGENDA ITEM SUMMARY/BACKGROUND

Corinth continues to receive substantial interest from hotel brands seeking to locate in the City. This interest was validated at two retailer conferences sponsored by the International Council of Shopping Centers (ICSC) last year, and during conversations with local hotel operators and developers. The hotel operators and developers alike cite the limited choices for lodging along Interstate Highway 35E north of Lewisville to Denton, and see strong potential for hotel development in Corinth.

Recognizing the interest from the hospitality services sector and the opportunity to gain greater insight with regard to the demand for hospitality services and related amenities (e.g., the demand for rooms, the rate structure for rooms, the identities of the hotel brands that will best perform in Corinth, the best sites for locating those hotel brands, the types of conference and meeting facilities, et cetera), the the Corinth Economic Development Corporation (CEDC) desires to have a hotel feasibility study performed. Additionally, having a hotel feasibility study will assist the CEDC in current discussions with a hotel operator, as well as structuring potential hotel development incentives packages to recommend to City Council for consideration in the immediate future.

As such, the CEDC met in Special Session on Monday, February 27th, and elected to enter into a contract for service with CBRE Inc. to perform a hotel feasibility study in an amount not to exceed to \$20,000.00. The CEDC Board of Directors elected to enter into a contract for service with CBRE Inc. pending approval from City Council because of the firm's expertise and extensive list of contacts within the hospitality industry. The contract for service calls for CBRE Inc. to perform the hotel feasibility study in an amount not to exceed \$16,000.00. The amount to fund the study is split into \$14,000.00 to perform the actual study and an amount not to exceed \$2,000.00 for out-of-pocket expenses. Finally, the CEDC would like to include contingency funds in an amount not to exceed \$4,000.00 for additional meetings or to assist with negotiations with the identified hotel brands, if needed.

City Council should also be aware that the contract for service is structured such that the consultant will only move forward with the next phase upon receiving approval from the CEDC to proceed. By structuring the contract in this fashion, it will ensure that CEDC does not expend funds unnecessarily.

Should City Council approve CEDC's request to enter into a contract for service with CBRE Inc. to perform a hotel feasibility study, a retainer in the amount of \$10,000.00 will be due to the consultant, and the estimated time for completion of the study is four to six weeks. The study will consist of three phases as shown in the agreement:

- Phase 1 - a market analysis (demand, services and amenities, potential hotel brands, potential sites, rate structure, et cetera).
- Phase 2 - a financial analysis (estimates of annual revenue and expenses for the first ten years of operation).
- Phase 3 - a formal written report (detailed report of the consultant's assumptions, conclusions and recommendations).

Staff anticipates that Phases 1 and 2 will be completed prior to this year's ICSC Retailer Conference which will be held from May 21 - May 24 in Las Vegas, Nevada.

RECOMMENDATION

Staff recommends that City Council approve the Resolution authorizing the Corinth Economic Development Corporation to enter into a contract for service with CBRE Inc. to perform a hotel feasibility study in an amount not to exceed \$20,000.00.

Fiscal Impact

Source of Funding: Corinth Economic Development Corporation

FINANCIAL SUMMARY:

The source of funding for the hotel feasibility study is the Corinth Economic Development Corporation (CEDC). The budget for Fiscal Year 2016-2017 for CEDC can accommodate its request to enter into a contract for service with CBRE Hotels Consulting to perform a hotel feasibility study. Although the cost of the study is not expected to exceed \$16,000.00, the CEDC would like to include contingency funding in an amount not to exceed \$4,000.00, thereby raising the total amount to fund the study to a maximum of \$20,000.00.

Attachments

Resolution
CBRE Inc. Contract for Service

RESOLUTION NO. 17-03-30-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AUTHORIZING THE CORINTH ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A CONTRACT FOR SERVICE WITH CBRE INC. TO PERFORM A HOTEL FEASIBILITY STUDY FOR AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Corinth has received substantial interest from several hotel brands seeking to develop and locate in the community; and

WHEREAS, a hotel feasibility study will support the Corinth Economic Development Corporation in appropriately determining the market demand for hotels and related amenities and services; identifying and targeting hotel brands that will perform the best; and siting such facilities in the City of Corinth; and

WHEREAS, the City Council finds and determines that the City of Corinth should be proactive in attracting hotels as an element of growing the tax base and encouraging the recruitment, the expansion and the retention of businesses; and

WHEREAS, the City Council hereby determines that it is in the best interests of the City of Corinth to adopt this Resolution authorizing the Corinth Economic Development Corporation to enter into a contract for service with CBRE Inc. to perform a hotel feasibility study in an amount not to exceed Twenty Thousand Dollars (\$20,000.00);

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

I.

THAT the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are hereby incorporated herein in their entirety.

II.

THAT the City Council approves and authorizes the Corinth Economic Development Corporation to enter into a contract for service with CBRE Inc., a copy of which is attached hereto as Exhibit "A", to perform a hotel feasibility study for an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

III.

IF any section, paragraph, sentence, clause or word in this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and that the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, and which remaining portions shall remain in full force and effect.

IV.

THAT this Resolution shall be effective immediately upon its approval.

PASSED, APPROVED AND EFFECTIVE this 30th day of March, 2017.

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

City Attorney

AGREEMENT BETWEEN CBRE, INC. AND THE CORINTH ECONOMIC DEVELOPMENT CORPORATION

THIS AGREEMENT, entered into this ___ day of March, 2017 and effective immediately by and between CBRE, Inc., (hereinafter called the “CONSULTANT”) and the Corinth Economic Development Corporation, (hereinafter called “CEDC”).

(1) **Employment of Consultant.**

(a) The CEDC agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the consulting services consisting of providing the CEDC with highly complex technical assistance to recruit and retain hotels, grow the tax base and create new employment opportunities, as more particularly described in **Exhibit “A”** (Scope of Work), attached hereto and incorporated herein, the “Services”. This Agreement is composed of the following documents: This Agreement and **Exhibit “A”** (Scope of Work).

(b) The CEDC and the CONSULTANT agree and acknowledge that the CEDC is entering into this Agreement in reliance on the CONSULTANT’s special and unique abilities with respect to performing the work, and the CONSULTANT’s special and unique abilities with respect to understanding the hospitality market and related amenities. All statements of fact contained in the consulting report prepared pursuant to this Agreement (the “Consulting Report”), which are used as the basis of the CONSULTANT's analyses, opinions, and conclusions will be true and correct to CONSULTANT's actual knowledge and belief. CONSULTANT does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of any property which may be the subject of the Services (the “Property”) furnished to CONSULTANT by CEDC or others. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY CONSULTING REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO CONSULTANT. The conclusions and any permitted reliance on and use of the Consulting Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report. CONSULTANT shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. CEDC shall provide CONSULTANT with such materials with respect to the assignment as are requested by CONSULTANT and in the possession or under the control of CEDC.

(2) **Contract Administrator; Time of Performance.** CONSULTANT shall begin performance upon issue of a notice to proceed by Executive Director of the CEDC. The Executive Director of the CEDC shall serve as the CEDC’S contract administrator. Revisions to the schedule must be approved in writing. This Agreement may be sooner terminated in accordance with the provisions hereof.

(3) **Compensation.**

(a) The CEDC agrees to pay the CONSULTANT an amount not to exceed Sixteen Thousand Dollars (\$16,000.00) as the fee for all Services performed under this Agreement, and to be payable for the deliverables and tasks identified in **Exhibit “A”** upon receipt of an invoice.

(b) It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the CEDC for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the CEDC.

(4) **Method of Payment.** The CEDC shall pay invoices for all Services satisfactorily performed within thirty (30) days of receipt in accordance with the payment schedule under “Professional Fees and Engagement Timing” in **Exhibit “A”**; provided however, that in the event CEDC requests any supporting documentation for charges, payment shall be made within thirty (30) days of receipt of the documentation.

(5) **Changes.** The CEDC may, from time to time, require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between the CEDC and the CONSULTANT, shall become effective when incorporated in a written amendment to this Agreement executed by both parties.

(6) **Termination of Agreement.** The CEDC may terminate this Agreement for any reason, with or without cause upon five (5) days’ notice to the CONSULTANT. Upon written notice received, any work performed thereafter by the CONSULTANT shall not be subject to billing and payment by the CEDC. However, upon termination, the CONSULTANT shall be entitled to payment of all invoices provided by the CONSULTANT for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the CONSULTANT shall have delivered to the CEDC such statements, accounts, reports and other materials as required herein, prior to termination. The CEDC shall not be required to reimburse the CONSULTANT for any Services performed or expenses incurred after the date of the termination notice.

(7) **Information and Reports.** The data gathered in the course of the assignment and the Consulting Report prepared pursuant to the Agreement are, and will remain, the property of CONSULTANT and CEDC. CEDC shall not modify the Consulting Report after it is finalized and delivered by CONSULTANT to CEDC. The CONSULTANT shall, at such time and in form as the CEDC may reasonably require, furnish such periodic reports concerning the status of the Services, such statements, and copies of proposed and executed plans and other information relating to the Services as may be reasonably requested by the CEDC. The CONSULTANT shall furnish the CEDC, upon reasonable request, with copies of all documents and other material prepared or developed in relation with or as part of the Services. The CONSULTANT shall furnish the CEDC with all the deliverables listed in **Exhibit “A”**.

(8) **Records and Inspections.** The CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one year after the completion of the Services or as otherwise required by applicable law, or if litigation relating to any aspect of this Agreement is commenced within that year, until there is a final, non-appealable judgment or a settlement agreement has been executed between all the parties. Upon reasonable prior written notice to CONSULTANT, the CEDC shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.

(9) **Completeness of Contract.** This Agreement and **Exhibit “A”** (Scope of Work) contain all the terms and conditions agreed upon by the parties. To the extent the provisions of this Agreement and the provisions of **Exhibit “A”** conflict, the terms of this Agreement shall control.

(10) **Indemnity and Insurance.**

(a) **THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CEDC AND THE CITY OF CORINTH AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE CEDC AND CITY OF CORINTH, RESULTING OR ARISING FROM ANY CLAIMS BY A THIRD PARTY FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE (“CLAIMS”), TO THE EXTENT SUCH CLAIMS ARE ATTRIBUTABLE TO THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.**

(b) The CONSULTANT shall maintain and shall be caused to be in force during the term of this Agreement commercially reasonable insurance coverages as approved by the CEDC Executive Director (which approval shall not be unreasonably withheld or delayed).

(11) **Personnel.** The CONSULTANT has all personnel required in performing the Services under this Agreement. All of the Services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be qualified to perform such Services.

(12) **Assignability.** Neither party may assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the other.

(13) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the addresses noted below and shall be effective upon receipt:

Jason Alexander
3300 Corinth Parkway
Corinth, Texas 76208

Randy McCaslin, Managing Director
2800 Post Oak, Suite 2300
Houston, Texas 77056

Either party may change its address by giving written notice to become effective upon five (5) days' notice.

(14) **Miscellaneous.**

(a) This Agreement shall be governed by the laws of the State of Texas and any action relating to this Agreement shall be filed in district court in Denton County, Texas.

(b) No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one

provision of this Agreement be deemed to be a waiver of any other provision. CONSULTANT is an independent contractor and not an employee of the CEDC.

(c) CONSULTANT shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against CEDC arising out of, based upon or resulting from CEDC's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including CEDC's failure, or the failure of any of CEDC's agents, to provide a complete copy of the Consulting Report to any third party.

(15) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE TOTAL FEES PAYABLE TO CONSULTANT UNDER THIS AGREEMENT. THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

(16) Time Period for Legal Action. Unless the time period is shorter under applicable law, CONSULTANT and CEDC agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Consulting Report, (b) any services under this Agreement or (c) any acts or conduct relating to such services, shall be filed within two (2) years from the date of delivery to CEDC of the Consulting Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

(17) Third-Party Beneficiary. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the CEDC and CONSULTANT. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the CEDC and CONSULTANT that any such person or entity, other than CEDC and CONSULTANT, receiving a copy of the Consulting Report is not entitled to rely on the Consulting Report, or its conclusions or contents, and CONSULTANT shall have no liability for such third-party use and reliance on the Consulting Report.

IN WITNESS WHEREOF, the CEDC and the CONSULTANT have executed this Agreement as of the date first written above.

**CORINTH ECONOMIC DEVELOPMENT
CORPORATION**

CBRE, INC.

Lowell Johnson III, President

Randy McCaslin, Managing Director

ATTEST:

ATTEST:

CEDC Secretary

CBRE Hotels Consulting

EXHIBIT “A” SCOPE OF WORK

The CONSULTANT scope of work will include, but not necessarily be limited to, the following:

Phase 1 – Market Analysis

- Review any available planning materials related to the project and information to be supplied by CEDC. Such materials could include potential sites, market information, list of existing area hotels and meeting space, list of area hotels under construction and proposed, previous market studies and other relevant materials.
- Meet with representatives of the Project Team prior to commencing fieldwork in order to better understand the vision for the project, scope of work, market potential, market contacts for interviews and project details. At this meeting, CONSULTANT will discuss any questions related to the aforementioned topics and obtain additional input from CEDC that confirms or amends CONSULTANT’s understanding of the details of the project and provides additional pertinent information.
- Tour the Corinth and surrounding area with representatives of the Project Team. The tour would include potential sites, key hotels, meeting facilities, major corporations, major medical centers and tourist attractions, as well as commercial economic growth generators and any other important landmarks.
- Inspect the potential sites and the surrounding area to determine their impact on the performance of the proposed hotel. CONSULTANT would rank the sites according to an objective scoring system and identify the pros and cons of each site. Such determinations will not include any engineering or environmental considerations, but will encompass an evaluation of the site’s accessibility, visibility, aesthetic appeal, location in relation to supply and demand, proximity to food and beverage facilities and demand generators, ownership status, potential road and site improvements, and physical characteristics which might affect the marketability of the subject project.
- Evaluate existing and proposed transportation patterns in the Corinth area to determine their impact on the marketability of the proposed hotel.
- Assemble, review and analyze economic, demographic and real estate market data pertaining to the Corinth area to evaluate the present economic climate and to estimate future growth potential, particularly as it relates to lodging and meeting demand.
- Interview key representatives of the Corinth Economic Development Office, City of Corinth, Chamber of Commerce, major corporations and the business community to identify issues and requirements related to lodging and meeting demand, to identify lost business and to involve the community in the market analysis process.

- Interview and tour existing local meeting facilities in the Corinth, Denton, Lewisville and surrounding areas to assess the quality and amount of space currently available, determine existing meeting needs and quantify the amount of demand being lost due to inadequate lodging and meeting facilities.
- Develop a census of competitive lodging facilities for the subject hotel. This census will include the following data:
 - Name / brand / management
 - Location
 - Date opened or last renovated
 - Facilities
 - Rate structure
 - Services and amenities
- Interview representatives of the competitive hotels regarding their properties and historical, current and expected future hotel market conditions.
- To the extent the information is available, identify other proposed lodging developments in Corinth and the surrounding area to assess their probability of completion and the degree to which they will compete with the proposed subject hotel.
- Determine the current competitive market demand for rooms and the share of market demand that is generated by corporate travelers, group meetings, leisure demand and any other identifiable segments.
- Quantify competitive market supply, demand, occupancy, ADR and RevPAR for the prior five year period and year to-date.
- Identify seasonal and day of week variations in lodging demand and room rate present in the market.
- Recommend the size and type of hotel facilities, potential brands, amount and configuration of meeting space, and amenities for the subject hotel that would be appropriate to meet the identified needs of the market.
- Estimate the future performance of the competitive hotel market for the first five years of operation of the subject hotel.
- Estimate the future competitive position of the subject hotel based upon a consideration of location, concept, extent and quality of facilities, rate structure, management, marketing and other factors.
- Estimate the average annual occupancies and attainable ADR and RevPAR for the subject hotel over its first five-year period of operation.
- Prepare a Discussion Document that summarizes CONSULTANT's preliminary findings and conclusions.

- Meet with the Project Team to present key data and analysis for CEDC review and discussion.

Upon CEDC approval of CONSULTANT’s Phase 1 conclusions, CONSULTANT would proceed with Phase 2.

Phase 2 – Financial Analysis

- Prepare estimates of annual revenue and expenses for the subject hotel to the point of cash flow from operations available for debt service and income taxes for the first 10 years of operation. The bases for the prospective financial analysis and key assumptions underlying inflation estimates will be indicated in the financial section of the report.
- Meet with the Project Team to present key data and analysis for CEDC review and discussion.

Upon CEDC approval of CONSULTANT’s Phase 2 conclusions, CONSULTANT would proceed with Phase 3.

Phase 3 – Formal Written Report

- Prepare a detailed report outlining CONSULTANT’s conclusions and recommendations concerning the project. The report will be presented in a format generally acceptable to major sources of debt and equity financing, credit rating agencies, and franchise and management organizations. Though the exact format of the report will evolve as the engagement progresses, the following probable section headings provide an outline of the expected final report.
 - o Executive Summary
 - o Area Overview
 - o Property Description
 - o Hotel Market Analysis
 - o Estimated Subject Hotel Performance
 - o Financial Analysis

Professional Fees and Engagement Timing

Professional fees for this engagement are based upon the estimated amount of time spent in the performance of the work as outlined above at CONSULTANT’s standard rates, as follows:

	Fees	Timeline
Phase 1 – Market Analysis	\$10,000	2 to 3 weeks
Phase 2 – Financial Analysis	2,000	1 to 2 weeks
Phase 3 – Formal Written Report	2,000	1 to 2 weeks
 Total Hotel	 \$14,000	 4 to 6 weeks

The fees quoted above are for the scope of work as outlined herein. CONSULTANT will not exceed these amounts without CEDC’s prior written consent. Should the scope of the engagement

change, CONSULTANT will discuss these changes with CEDC and the potential adjustment to CONSULTANT's fees.

Travel, subsistence, courier service, report production, graphics, third party data, long distance telephone and other **out-of-pocket expenses will be invoiced in addition to CONSULTANT's professional fees. Out-of-pocket expenses will not exceed \$2,000.**

Should CEDC decide to discontinue CONSULTANT's work for any reason, upon written notification CONSULTANT will immediately stop work, with CONSULTANT's fee based upon actual man-hours expended and out-of-pocket expenses incurred to date.

Meetings

CONSULTANT will meet with CEDC at a mutually agreeable time to begin the engagement. CONSULTANT will provide CEDC with verbal progress reports as the engagement unfolds and meet with CEDC at the conclusion of Phase 1 and 2. Additional meetings are not within CONSULTANT's current fee estimate and will be billed for at CONSULTANT's standard per diem rates of \$175 to \$350 per hour.

City Council Special Session

Meeting Date: 03/30/2017
Title: TIPS Interlocal
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the approval of an Interlocal Agreement with Region VIII Education Service Center for cooperative purchasing on the The Interlocal Purchasing System (TIPS) Program.

AGENDA ITEM SUMMARY/BACKGROUND

The purpose of the TIPS Program is to obtain substantial savings for participating School District, University, College, Community College, City, County or other public agencies through cooperative purchasing. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under the attached agreement are extended to all Texas State, City, or County Government Agencies, or any other Government Entity as defined in the Texas Government Code 791.003.

The proposed interlocal will be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. The agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between the City of Corinth and The Interlocal Purchasing System (TIPS) Program with an effective date of April 1, 2017.

Attachments

TIPS Interlocal

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Corinth

TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

Purchasing Cooperative Lead Agency:

City of Corinth

Entity Name

Region VIII Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: City Manager

Title: Executive Director Region VIII ESC

Date

Date

Public Entity Contact Information

Cindy Troyer, Purchasing Agent

Primary Purchasing Person Name

3300 Corinth Parkway

Street Address

Corinth TX 76208

City, State Zip

940-498-3244

Telephone Number

Fax Number

purchasing@cityofcorinth.com

Primary Person Email Address

Linda Thoms, Accountant

Secondary Person Name

purchasing@cityofcorinth.com

Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

City Council Special Session

Meeting Date: 03/30/2017
Title: Oncor Rate Suspension
Submitted For: Bob Hart, City Manager

Submitted By: Lee Ann Bunselmeyer,
 Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a resolution of the City of Corinth suspending the April 21, 2017, effective date of ONCOR Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates.

AGENDA ITEM SUMMARY/BACKGROUND

PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about March 17, 2017 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month.

The resolution suspends the April 21, 2017 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

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

DISCUSSION

The City of Corinth is a member of a 156-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since January, 2011.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by April 21, 2017.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

RECOMMENDATION

Adopt the resolution as presented.

Attachments

Resolution
List of OCSC Cities

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF CORINTH SUSPENDING THE APRIL 21, 2017, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about March 17, 2017, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Corinth a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective April 21, 2017; and

WHEREAS, the City of Corinth is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 156 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the April 21, 2017 effective date of the rate request submitted by Oncor on or about March 17, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

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

5. A copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the _____ day of _____, 2017.

Mayor, City of Corinth

ATTEST:

STEERING COMMITTEE CITIES SERVED BY ONCOR (Total 156)

Addison	Fate	Oak Leaf
Allen	Flower Mound	Oak Point
Alvarado	Forest Hill	Odessa
Andrews	Fort Worth	O'Donnell
Anna	Frisco	Ovilla
Archer City	Frost	Palestine
Argyle	Gainesville	Pantego
Arlington	Garland	Paris
Azle	Glenn Heights	Plano
Bedford	Grand Prairie	Pottsboro
Bellmead	Granger	Prosper
Belton	Grapevine	Ranger
Benbrook	Haltom City	Rhome
Beverly Hills	Harker Heights	Richardson
Big Spring	Haslet	Richland
Breckenridge	Heath	Richland Hills
Bridgeport	Henrietta	River Oaks
Brownwood	Hewitt	Roanoke
Buffalo	Highland Park	Robinson
Burkburnett	Honey Grove	Rockwall
Burleson	Howe	Rosser
Caddo Mills	Hurst	Rowlett
Cameron	Hutto	Sachse
Canton	Iowa Park	Saginaw
Carrollton	Irving	Sansom Park
Cedar Hill	Jolly	Seagoville
Celina	Josephine	Sherman
Centerville	Justin	Snyder
Cleburne	Kaufman	Southlake
Coahoma	Keller	Springtown
Colleyville	Kennedale	Stephenville
Collinsville	Kerens	Sulphur Springs
Colorado City	Killeen	Sunnyvale
Comanche	Krum	Sweetwater
Commerce	Lake Worth	Temple
Coppell	Lakeside	Terrell
Copperas Cove	Lamesa	The Colony
Corinth	Lancaster	Trophy Club
Crowley	Lewisville	Tyler
Dallas	Lindale	University Park
Dalworthington Gardens	Little Elm	Venus
DeLeon	Little River Academy	Waco
De Soto	Malakoff	Watauga
Denison	Mansfield	Waxahachie
Duncanville	McKinney	Westover Hills
Early	Mesquite	White Settlement
Eastland	Midland	Wichita Falls
Edgecliff Village	Midlothian	Willow Park
Ennis	Murchison	Woodway
Euless	Murphy	Wylie
Everman	New Chapel Hill	
Fairview	North Richland Hills	
Farmers Branch	Northlake	

City Council Special Session

Meeting Date: 03/30/2017
Title: Resolution appointing one candidate to the Denco Area 9-1-1 District
Submitted By: Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a Resolution nominating one candidate to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District.

AGENDA ITEM SUMMARY/BACKGROUND

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Mayor Sue Tejml. Members are eligible for consecutive terms and Mayor Sue Tejml has expressed her desire to serve another term.

If the Council would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, formal Council action is required. All nominations must include a Council Resolution and resume of the candidate, which must be sent to the Denco Area 9-1-1 District office by June 15, 2017.

On June 16, 2017 Denco staff will send the slate of nominees to each City for consideration, requesting council vote by resolution for one of the nominees. Written notice of the Council's selection must reach Denco Area 9-1-1 District by September 15, 2017. The candidate with the most votes will be the municipalities' representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2017.

RECOMMENDATION

N/A

Attachments

Resolution
Denco Area 9-1-1 District Memo
Sue Tejml Resume

A RESOLUTION NOMINATING MEMBERS 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 nominate(s) _____ as a Candidate for appointment to the Board of Managers for 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 30th day of March, 2017.

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058
Phone: 972-221-0911 • Fax: 972-420-0709

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions
FROM: Mark Payne, Executive Director *MP*
DATE: March 15, 2017
RE: Appointment to the Denco Area 9-1-1 District Board of Managers

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district.” The enclosed resolution, approved by the district’s board of managers on March 10, 2016, describes the appointment process of a municipal representative to the Denco Board of Managers.

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Mayor Sue Tejml. Members are eligible for consecutive terms and Mayor Tejml has expressed her desire to serve another term.

In order to coordinate the appointment among 34 participating municipalities, the Denco requests the following actions by the governing bodies of each city/town:

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. June 15, 2017.** No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 16, 2017, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. Written notice of the council’s selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on September 15, 2017. No votes will be accepted after that time.
3. **Process Closure (Results):** The Denco Board of Managers and all municipal jurisdictions will be informed of the votes from responding cities/towns. The candidate with the most votes will be the municipalities’ representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2017.

Please send a copy of your council’s official action and candidate résumé to the Denco Area 9-1-1 District, P.O. Box 293058, Lewisville, TX 75029-3058 or to Andrea Zepeda at andrea.zepeda@denco.org. Denco staff will acknowledge receipt and sufficiency of the submitted documents. If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Zepeda at 972-221-0911. As a courtesy, Denco will provide notification of your council’s action to the nominee.

A sample nomination resolution has been enclosed for your convenience. Thank you for your support of the Denco Area 9-1-1 District.

c: Denco Area 9-1-1 District Board of Managers

Enclosures

Sue Rosson Tejml

March 2016

835 Orchid Hill Lane
Argyle-Copper Canyon, TX 76226-4526

Metro: 940-241-2216
suecoppercanyon@aol.com

PERSONAL: Native Texan; raised in Corpus Christi (Copper Canyon resident since 1991)
Married to husband Emil Tejml (engineer & attorney, retired Hoechst-Celanese VP)
(In case you wondered, his Czech name does rhyme – A mull TAY mull.)
Three adult children (all A&M grads), seven grandchildren (ages 4 to 28)
With corporate moves, we have lived in 4 states, 6 Texas cities & worked abroad
Stay-at-home mother, until I became an attorney at age 40.

EDUCATION: University of Texas at Austin (B.A. History)
University of Hawaii (all summer, literature & history of the Pacific)
Texas A&M University at Kingsville (M.A. History)
Rice University (full scholarship for PhD History, lack dissertation for degree)
New York University Law School (2 years) - U. of Houston Law School (LL.B.)

MAYOR: Town of Copper Canyon for 12 years; re-elected unopposed 7th term 2017-2019

2015 Copper Canyon ranked #6 in Ten Best Neighborhoods in DFW Metroplex by *Dallas Morning News*, ranked #4 in safety for residents

Leadership North Texas Graduate – North Texas Commission – 2015 Class 6

Denco 911 – Board of Managers 2013-2017; nominee for 3rd term 2017-2019

“What’s Happening in Copper Canyon”

For 12 years I have personally written this monthly Mayor’s column in *The Cross Timbers Gazette*, a local newspaper with 41,000 circulation. (Second in circulation in Denton County only to the *Dallas Morning News*.) This has been my attempt to keep residents informed of events in our Town and also of subjects of general interest in the area – roads, water, gas well drilling, etc.

Initiated Annual Denton County Mayors Crime Luncheon (2012-2017)

The goal was to coordinate information on area crime between the Mayors, their Police Chiefs, the Denton County Sheriff’s Office, the Commissioners Court, our Texas Legislature representatives, and our US Congressman.

Denton County Emergency Services District #1

Our small Town’s dilemma was inability to adequately fund emergency services. The Founding Committee’s task was to educate residents on the benefits of an ESD. The ESD would collectively provide fire and emergency medical services to the towns of Argyle, Bartonville, Copper Canyon, Corral City, Northlake, and FWSD #6 and #7 in Lantana. But a specific property tax would be needed to fund it. ESD#1 was created in 2006 by a 62% positive vote in a district-wide election.

Drafting Committee: “Best Practices for Municipalities and Gas Pipelines”

(Adopted 2010 by most cities and pipeline corporations with gas pipeline operations in Denton County.) This was a collaborative effort of Mayors, Denton County Commissioners, and the Texas Pipeline Association. The goal was to **expedite safe pipeline construction**, but with a **minimal impact** on landowners, local businesses, and future development plans of each city.

Argyle Volunteer Fire District Board (Served 12 years, 2005 to present)

Neighborhood Watch and Crime Prevention

Copper Canyon does not have a police department. Resident Block Captains were recruited for each street in town. The Town Council then contracted to pay for two Sheriff’s Deputies dedicated to Copper Canyon for 80 hours per week. On every shift the Deputy patrols each street in Copper Canyon at least once and sometimes twice. The result has been a virtually crime free community for the past nine years. (It helps that the town is a stable community with neighbors personally knowing each other for years.)

LEGAL: **Solo Attorney 15 years** (General Civil Practice - municipal, family law, oil & gas)
Matagorda County Bar Association - President
State Bar of Texas: State CLE Committee
District 5 Admissions
Texas Bar Foundation - Life Member

FAMILY LAW: **Board Certified Family Law** (for 10 years)
Texas Supreme Court Committee on Child Support Guidelines
Texas Supreme Court Committee on Child Visitation Guidelines

MUNICIPAL: **City Attorney of Bay City, Texas** (for 6 years; population approx. 20,000)
Municipal Prosecutor
Legal Advisor to Police Department
Bay City Home Rule Charter Commission (elected public office, Co-Chairman)
Texas City Attorneys Association

VOLUNTEER: CASA of Denton County (2 years)
(Volunteer as a Court appointed Special Advocate for abused children)
HUG Romania – Volunteer in a Romanian orphanage for 3 weeks
CERT trained for Town of Copper Canyon’s Emergency Response

INTERESTS: **Home Design:** Designed 5 of our family homes, including home in Copper Canyon
Misc.: Computer, cooking, dollhouse miniatures, hunting, organic gardening
Read: Biography, history, current global events, 1800’s British romance novels

WORLD TRAVEL: **Eisenhower “People to People Ambassador”** – Texas guest of China’s Department of Justice for one month with 50 American women attorneys & judges

Have visited for a week to a month each in: Alaska, Australia, Bermuda, Beirut, Canada, China, Czech Republic, England, France, Germany, Greece, Hawaii, Ireland, Italy, Japan, Mexico, Romania, Russia, Saudi Arabia, Scotland, Singapore, Switzerland, Tahiti, Turkey, Venezuela, & Wales.

Hope to visit: Africa, Argentina, Brazil, Egypt, India, Israel, New Zealand, Peru, & Tasmania.

2017 Travel: Two weeks in Far East in April – Korea and Japan (Hopefully, without military conflict)

NOTE: Way more than you wanted to know! But, if you have read this far – Thank you.

Being on Denco 911's Board for four years has been an enlightening experience for me. We take for granted that when we call 911, a qualified person will answer and immediately send help. Dallas's recent experience is sobering. Lives are at stake when an emergency call center is understaffed AND there are communication difficulties!

The Denton County Sheriff's Office kindly accommodated my request to "sit in" on a shift of 911 active dispatchers. WOW! The stress is so obvious, because minutes mean the difference in response to a heart attack or child not breathing or home fire or traffic accident. Training is critical! The Dispatcher has seconds to get accurate answers from a person who may be understandably hysterical in the midst of a personal emergency or even tragedy!

If you can, I would genuinely appreciate your support for another two years on Denco 911's Board. And, in return, I promise to keep learning how we can make our Denco 911 continue to be the best it can be for everyone in need of emergency response in Denton County.

Sue Tejml

City Council Special Session

Meeting Date: 03/30/2017
Title: Construction Manager at Risk
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a contract amendment for Construction Manager at Risk Services to accept the Guaranteed Maximum Price for the construction of the Joint Public Safety Center and Fire Station.

AGENDA ITEM SUMMARY/BACKGROUND

On September 6, 2016 the City selected SEDALCO Construction Services as the Construction Manager at Risk (CMAR) for the Joint Public Safety Center and Fire Station. The CMAR is a delivery method which entails a commitment by the Construction Manager to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The CMAR primary responsibility is to manage and control construction costs to not exceed the GMP. Contractually any costs exceeding the GMP that are not change orders are the financial liability of the CMAR.

SEDALCO received bids for the construction of the Joint Public Safety Center and Fire Station on Wednesday, March 15th. Based on bids received, SEDALCO has established a guaranteed Maximum Price of \$8,857,897. The total amount is \$1,157,897 or 15% over the budgeted amount of \$7,700,000.

Description	Joint Public Safety Center (Renovation)	Fire Station (New Construction)	Combined Total (Both Facilities)
GMP Estimate (90% Progress)	\$3,838,203	\$4,383,063	\$8,221,266
ALTERNATES			
Millwork	\$69,604		\$69,604
Site fencing and gates	\$23,476		\$23,476
Holding Cells and Sallyport	\$402,231		\$402,231
Monument Sign	\$21,320		\$21,320
Four Fold Bay Doors		\$120,000	\$120,000
Total Alternates	\$516,631	\$120,000	\$636,631
GMP Estimate (Including Alternates)	\$4,354,834	\$4,503,063	\$8,857,897
Project Budget	\$3,600,000	\$4,100,000	\$7,700,000
Project (Shortfall)/Excess Budget	(\$754,834)	(\$403,063)	(\$1,157,897)

Please note, the GMP does not include funding of \$928,750 for data cables, network switches, impact fees, tap fees, furniture, appliances, extractor, air fill station, materials testing, and third party air monitoring which are excluded from the construction contract and are the responsibility of the City. In addition, the buildings will require furniture, appliances, a air tank fill station, extractor, and evidence room equipment. These items are detailed below.

Description	Joint Public Safety Center (Renovation)	Fire Station (New Construction)	Combined Total (Both Facilities)
Impact Fees		\$24,171	\$24,171
Tap Fees	\$2,315	\$5,365	\$7,680
Data Cabling	\$69,750	\$5,250	\$75,000
Network Switches	\$51,410	\$4,089	\$55,499
Materials Testing	\$15,000	\$45,000	\$60,000
Air Monitoring	\$3,000		\$3,000
Residential Appliances	\$7,000	\$15,900	\$22,900
Refrigerators and Evidence Lab ?Fume Hood	\$21,500		\$21,500
Extractor		\$19,000	\$19,000
Air Fill Station		\$40,000	\$40,000
Furniture	\$550,000	\$50,000	\$600,000
Total	\$719,975	\$208,775	\$928,750

The contract amendment will be provided to Council as soon as it is finalized by SEDALCO and reviewed by the City Attorney. The Staff will be prepared to discuss strategies for funding the deficit and the budgetary impact at the City Council meeting.

RECOMMENDATION

Approval of the contract amendment to the Construction Manager at Risk Services Contract is at the discretion of the City Council.

City Council Special Session

Meeting Date: 03/30/2017
Title: Keep Corinth Beautiful Commission
Submitted For: Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on nominations, appointments, resignations and removal of members from the Keep Corinth Beautiful Commission.

AGENDA ITEM SUMMARY/BACKGROUND

Boards and commissions have an important role in assisting the City Council in fulfilling its obligations to the citizens of Corinth. Participation on a board or commission provide citizens an opportunity to understand the governmental process and play a vital role in the communication process between the citizens of Corinth and elected officials.

All Boards and Commissions are accountable to the Mayor and City Council. The Mayor & City Council will determine if the committee is functioning properly and accomplishing the defined duties and responsibilities. The City Council has the ultimate political and legal responsibility for all decisions faced by the local government.

As vacancies occur on boards, commissions, and committees, the Council will consider the applications for positions using the following priority: a. Individuals seeking reappointment to their current place on the board, commission, or committee will be considered first. b. If no individual is seeking reappointment or, if at the City Council discretion, the incumbent was not re-appointed, individuals that have served as an alternate member of the board, commission, or committee will then be considered. c. Final consideration will be given to applications from other applicants.

Keep Corinth Beautiful

Place 1	Lowell Johnson, Council Representative	September 30, 2018
Place 2	Jimmie Lance Hendrik, Chairman	September 30, 2017
Place 3	Vacant	September 30, 2017
Place 4	Kristen Fisher	September 30, 2017
Place 5	Cindy Taylor	September 30, 2017
Place 6	David Rinaldi	September 30, 2018

RECOMMENDATION

Recommendations are at Council's discretion.

Attachments

Brinkley Allen

From: noreply@civicplus.com
To: [Kim Pence](#)
Subject: Online Form Submittal: Volunteer Form
Date: Sunday, March 05, 2017 9:18:58 AM

Volunteer Form

VOLUNTEER OPPORTUNITIES

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

Applicant's name will be placed on the agenda for consideration, so forms must be submitted by the Friday prior to the next regularly scheduled council meeting in order to be considered for appointment. Please sign and return this form to City Hall in a sealed envelope ATTN: Kim Pence

First Name	Brinkley
Last Name	Allen
Address1	3607 Sussex ct
Address2	<i>Field not completed.</i>
City	Corinth
State	TX
Zip	76210
Home Phone	6025733374
Work (or Cell) Phone	<i>Field not completed.</i>
Resident of Corinth since: (mm/yy)	05/11
Fax	<i>Field not completed.</i>
Voter Registration #	<i>Field not completed.</i>
Date of Birth	11/19/1996
Occupation or Area of	Veterinary Assistant

Expertise

Previous Public Service and Entity Served	Girl Scouts
Have you ever attended a public meeting of the City?	No
Previous Civic Involvement; Position Held, if any?	<i>Field not completed.</i>
On which of the following Boards, Commissions, or Committees do you have an interest in serving? If you have areas of multiple interests, please rate your preference for appointment consideration. All Committee appointments are at the discretion of the City Council.	Keep Corinth Beautiful, Zoning Board of Adjustment, Planning and Zoning Commission, Ethics Committee
State the reason for your interest and explain the expertise you would be able to offer to further the purpose of the group:	My Texas Government professor, Julie Matthews, inspired me to get involved with my city. I'm also striving towards my goal to be a Texas Game Warden once I achieve my bachelors degree.
What is your vision for Corinth?	I want Corinth to stay beautiful and the citizens become actively involved in their community.
Explain your approach to economic development in Corinth:	I would like to have more knowledge about the economic development in my city.
What businesses would you like to see in Corinth, how would you attract them, and why?	I would like to see more locally owned businesses. And I would attract them by creating connections with all local owners. Because in Red River, NM I like walking into the shops and restaurants and knowing the locals who own it make me feel like

I'm at home and makes me want to come back.

What are your views on
Parks and Recreational
facilities?

Parks and recreational facilities bring more people together and get to know one another. Over in Lewisville the dog park has so many people there and I've made plenty of friends there. Seeing something like that in Corinth would bring a lot of people together.

Electronic Signature

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

First Name

Brinkley

Last Name

Allen

Date

3/5/2017

Email not displaying correctly? [View it in your browser.](#)