



\* \* \* \* PUBLIC NOTICE \* \* \* \*

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING  
A WORKSHOP SESSION  
OF THE CITY OF CORINTH  
Thursday, May 7, 2020, 5:45P.M.  
CITY HALL - 3300 CORINTH PARKWAY**

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at <http://meetings.cityofcorinth.com>  
The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.  
**Due to Red Level status the doors to City Hall will be closed to the public.**

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**CALL TO ORDER:**

**WORKSHOP BUSINESS AGENDA**

1. Receive a report, hold a discussion and give staff direction on over 65 tax exemption options.
2. Provide an update and hold a discussion on the Coronavirus (COVID-19) in regard to City operations and practices.
3. Hold a discussion and provide staff direction relative to the creation of a Corinth Economic Development Foundation (CEDF).
4. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

**ADJOURN WORKSHOP SESSION**

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

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

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

**PRESENTATION: Recognition of 20 years of service to Kim Pence, City Secretary.**

**PROCLAMATION: National Police Week**

**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 March 19, 2020 workshop session.
2. Consider and act on minutes from the March 19, 2020 regular session.
3. Consider and act on minutes from the April 2, 2020 workshop session.
4. Consider and act on minutes from the April 2, 2020 regular session.
5. Award of bid for the Riverview Drive repaving project from South Garrison Drive to the I-35 Frontage Road with Advanced Paving Company in an amount not to exceed \$97,845.43.
6. Award of bid for the Shady Shores Road repair project with Reynolds Asphalt and Construction in an amount not to exceed \$252,842.50.
7. Consider and act on an agreement for the transfer of certain real property known as the TxDOT Surplus Property within the rights-of-way of the intersection of IH-35 E and Corinth Parkway within the City of Corinth from the City to the Corinth Economic Development Corporation and for the Economic Development Corporation’s reimbursement of the purchase price and related costs of acquiring the Surplus Property from TxDOT to City.

**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**

8. Consider and act upon an Ordinance repealing Section 94.35, “Definitions”, of Chapter 94, “Nuisances”, of Title IX, “General Regulations”, of the City’s Code of Ordinances and amending and readopting Section 94.36, “Noise Nuisances”, of Chapter 94 of Title IX of the City’s Code of Ordinances, in its entirety.
9. Consider and act upon an Ordinance of the City of Corinth, Texas amending Title III, "Administration", of the City's Code of Ordinances to add a new chapter, Chapter 29, to be entitled "City Manager", and a new section to Chapter 29, Section 20.001, to be entitled "Signature Authority of City Manager", to provide general authority to the City Manager to contract for expenditures.
10. Consider and act on an Ordinance amending section 30.055 "Regular Meetings" of chapter 30 "City Council" of Title III Administration of the City's Code of Ordinances to amend the City Council's regular meeting time.

11. Consider and take appropriate action to ratify the Mayor's Disaster Declaration to extend until May 25, 2020.

**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.

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

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

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

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

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

**a. Project Agora**

**b. Project Daylight**

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

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

**ADJOURN:**

Posted this 1st day of May, 2020 at 11:30 a.m. on the bulletin board at Corinth City Hall.

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Kimberly Pence, City Secretary  
City of Corinth, Texas

**WORKSHOP BUSINESS ITEM 1.**

**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** Over65 Tax Analysis  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Lee Ann Bunselmeyer, Director  
**Finance Review:** **Legal Review:**  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Receive a report, hold a discussion and give staff direction on over 65 tax exemption options.

**AGENDA ITEM SUMMARY/BACKGROUND**

Property tax in Texas is a locally assessed and locally administered tax. Property tax brings in the most money of all taxes available to local government to pay for roads, police and firemen, emergency response services, parks and other services provided by local government.

For persons age 65 or older or disabled, Tax Code Section 11.13(d) allows any taxing unit the option to decide locally to offer a separate residence homestead exemption. This local option exemption cannot be less than \$3,000. To qualify for the age 65 or older local option exemption, the owner must be age 65 or older and live in the house.

The Tax Code also permits counties, cities and towns, and junior college districts to establish an ad valorem tax freeze on residence homesteads of the disabled and of the elderly and their spouses. The tax freeze sets a cap, or ceiling, on the amount of property taxes paid annually.

As requested by City Council on February 20, 2020 staff will provide a presentation on the Over 65 Tax Exemption options.

**RECOMMENDATION**

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## WORKSHOP BUSINESS ITEM 3.

### City Council Regular and Workshop Session

**Meeting Date:** 05/07/2020  
**Title:** Corinth Economic Development Foundation (CEDF)  
**Submitted For:** Bob Hart, City Manager  
**Submitted By:** Lana Wylie, Administrative Assistant  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Economic Development  
Citizen Engagement & Proactive  
Government  
Regional Cooperation

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### AGENDA ITEM

Hold a discussion and provide staff direction relative to the creation of a Corinth Economic Development Foundation (CEDF).

### AGENDA ITEM SUMMARY/BACKGROUND

Staff has researched options for completing the various land transactions and contractual arrangements to facilitate the development of the transit oriented development. One element has been how the city could work with NCTC to develop their 13-acre tract. As a community college, NCTC is limited in the options available to jointly develop the property with the city. The governing law pertaining to community colleges is Chapter 272 of the Texas Local Government Code. The statute does allow a political subdivision, like NCTC, to sell land without complying with the notice and bid requirements of Chapter 272, but NCTC must contract with an “independent foundation”, for example the Corinth Economic Development Foundation, (“CEDF”) the CEDF for economic development of the land. The CEDF may also be used to assist with the relocation of some businesses and their operations in support of the City's vision for its emerging downtown district.

The independent foundation may be of any type. Upon review of the relevant legal authority, it is likely in the best interest of the City to create an economic development foundation instead of an industrial foundation. The economic development foundation will be an entity with broader authorization than an industrial foundation as the CEDF may contract with the Corinth EDC to carry out the development or operation of any economic development program consistent with the purposes and duties of Chapter 505 of the LGC governing Type B EDCs.

The process will generally be as follows: the Corinth EDC will contract with the CEDF for development of an approved project, including exchange of funds for purchase of land for a purpose consistent with the project. CEDF will then contract with NCTC for purchase and economic development of the land. See below for further details.

### STEPS TO CREATE CEDF AND HAVE CEDF PURCHASE LAND FROM NCTC

1. Corinth Economic Development Corporation, (“CEDC”), posts notice of a meeting and a public hearing to consider authorizing the proposed project.
  - a. **Public Hearing Notice:** At least 30 days before the date set for the hearing, notice of the date, time, place, and subject of the hearing must be published each week until the date of the hearing in a newspaper with general circulation in the municipality in which the project is located. (§ 505.203 LGC)
  - b. **Proposed Project:** Chapter 505 of the LGC governs Type B EDCs, like the CEDC.
    - Type B corporations may pay for land, buildings, equipment, facilities, targeted infrastructure and

improvements for: (1) professional and amateur sports and athletic facilities; (2) tourism and entertainment facilities; (3) convention facilities and public parks; (4) related store, restaurant, concession, parking and transportation facilities; (5) related street, water and sewer facilities; and (6) affordable housing. (§ 505.152)

- To promote and develop new and expanded business enterprises that create or retain primary jobs, a Type B EDC may fund: public safety facilities; recycling facilities; streets, roads, drainage and related improvements; demolition of existing structures; general municipally owned improvements; and maintenance and operating costs associated with projects. (TML)

2. If the project is authorized by the CEDC and no petition is submitted after 60 days of the first notice of the proposed project by 10% of the registered voters, the City Council posts for meeting and consideration of a resolution creating the Corinth Economic Development Foundation, (“CEDF”), a non-profit entity to promote the economic and business community of the City pursuant to Chapter 22 of the Texas Business Organizations Code, approving the Articles of Incorporation, and appointing the initial board of directors.

- a. **Posting Language:** Consider and take appropriate action on Resolution No. \_\_\_\_\_, authorizing the creation of the Corinth Economic Development Foundation, (“CEDF”); approving the adoption of the CEDF’s Articles of Incorporation; approving the appointment of the CEDF’s initial Board of Directors; authorizing the Articles of Incorporation to be filed with the Texas Secretary of State; and providing an effective date.

b. **Initial Board of Directors:**

- i. There must be at least three members (Tx. Bus. Org. Code § 22.204)
- ii. The CEDF Bylaws will dictate who may serve on the Board (Tx. Bus. Org. Code § 22.203)
- iii. CEDC Bylaws do not explicitly prohibit the CEDC from serving as the CEDF.

3. If the creation of the CEDF is approved by Council, the CEDF posts for meeting to consider a resolution approving the formation of the CEDF and adoption of the CEDF’s Articles of Incorporation, approving the appointment of the initial Board of Directors, authorizing the filing of said Articles of Incorporation with the Texas Secretary of State, adopting the CEDF’s Bylaws, authorizing an agreement between the CEDC and CEDF for CEDC’s grant of funds to CEDF to effect the purchase of certain property for the approved CEDC project, and authorizing a purchase and sale agreement between CEDF and NCTC requiring CEDF’s economic development of the land in accordance with the CEDC’s approved project.

- a. **Posting Language:** Consider and take appropriate action on Resolution No. \_\_\_\_\_, approving the formation of the Corinth Economic Development Foundation, (“CEDF”), and adoption of the CEDF’s Articles of Incorporation; approving the appointment of the initial Board of Directors; authorizing the filing of said Articles of Incorporation with the Texas Secretary of State; authorizing the CEDF to enter into an agreement with CEDC for \_\_\_\_\_; authorizing the CEDF to enter into a purchase and sale agreement with NCTC to purchase land at \_\_\_\_\_; and providing for an effective date.

b. At this meeting, the CEDF will:

- i. Approve formation and Articles;
- ii. Adopt Bylaws;
- iii. Approve Directors;
- iv. Appoint a Registered Agent;
- v. Designate a Registered Office;
- vi. Consider authorizing the CEDF to enter into an agreement with CEDC for CEDC’s grant of funds to CEDF to affect the purchase of certain property for the approved project; and
- viii. Consider authorizing a purchase and sale agreement with NCTC.

4. If the formation and Articles are passed and approved, Organizers of CEDF, named in the Articles of

Incorporation, file the Articles with the SOS.

5. If the CEDF agreements are passed and approved, CEDC posts notice for meeting to consider approving agreement with CEDF.
6. If passed and approved, CEDC and CEDF execute documents for agreement for CEDC to grant funds to CEDF to affect the purchase of certain property for implementation of the approved project.
7. CEDF then executes purchase and sale agreement with NCTC.
8. Continue to use the property for the approved project purpose.

**Issue 1: May City Council serve as CEDF Board?**

**Answer: No.**

Section 3.05 of the City Charter provides this about holding multiple offices: “Members of the Council shall not hold any other City office or be employed by the City during their terms of office. Former Mayors and Councilmembers may not be employed in compensated City positions for one (1) year from completion of their terms of office.”

Pursuant to Texas Attorney General Opinion GA-0603: “Whether a private entity, such as a non-profit economic development foundation that receives partial funding from "quasi-public" utilities, is a governmental body requires a determination regarding the public nature of the funds and whether the public funds are spent or received by the entity in return for specific, measurable services or as general support. Such a determination involves the resolution of facts and is inappropriate for the attorney general opinion process. Private entities that are in whole or in part governmental bodies under Section 552.003 of the Government Code are subject to the Public Information Act and must make public information available to the public.”

While this is in reference to the PIA, a designation that the CEDF is a government body may indicate that the Board members hold City offices. If so, Council may not serve.

**Issue 2: How may the CEDC grant funds to the CEDF to purchase the property from NCTC?**

**Answer: Agreement between CEDC and CEDF pursuant to Section 505.102 of the Local Government Code.**

Pursuant to Section 505.102, “CONTRACT WITH OTHER PRIVATE CORPORATION”, a Type B EDC may contract with another private corporation, such as the CEDF, which is a non-profit corporation, to: (1) carry out an industrial development program or objective; or (2) assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified by this subtitle.

**Issue 3: Will NCTC, a political subdivision pursuant to Chapter 271 of the Local Government Code, be required to comply with the public bid requirements of Chapter 272 of the LGC to sell land to the CEDF?**

**Answer: No, as long as the purchase and sale agreement between NCTC and CEDF provides for “public economic development”, pursuant to Section 272.001(B)(4) of the LGC.**

Chapter 272, “Sale or Lease of Property by Municipalities, Counties, and certain other Local Governments”, of the Local Government Code provides the following:

● **272.001 “NOTICE OF SALE OR EXCHANGE OF LAND BY POLITICAL SUBDIVISION; EXCEPTIONS”**

- (a) Except for the types of land and interests covered by Subsection (b), (g), (h), (i), (j), or (l), before land owned by a political subdivision of the state may be sold or exchanged for other land, notice to the general public of the offer of the land for sale or exchange must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in



an adjoining county. The notice must include a description of the land, including its location, and the procedure by which sealed bids to purchase the land or offers to exchange the land may be submitted. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication.

- o **(b) The notice and bidding requirements of Subsection (a) do not apply to the types of land and real property interests described by this subsection and owned by a political subdivision.** The land and those interests described by this subsection may not be conveyed, sold, or exchanged for less than the fair market value. This subsection applies to:

- **(4) land that the political subdivision wants to have developed by contract with an independent foundation**

- **Op. Tex. Att’y Gen. No. MW-46 (1979)** – a private non-profit, neighborhood-oriented corporation may qualify as foundation if obligated by contract to develop land for low-income housing.
- **Op. Tex. Att’y Gen. No. GA-0252 (2004)** – “any contract of sale under the terms of Local Government Code section 272.001(b)(4) between a political subdivision and a private foundation for the development of a parcel of public land owned by the political subdivision must include an undertaking that the foundation will develop the land consistent with the purposes to which the property had been dedicated”
- Similarly, in the case of *Kingsville Independent School District v. Crenshaw*, the court held that a school district and a city could agree for the use by the school district of a municipal park for the construction of new school buildings—both parties agreeing as to the “paramount public use of the property.” 164 S.W.2d 49 (Tex. Civ. App.—San Antonio 1942, writ dism'd w.o.m.).
- Conclusion: *If the purchase and sale agreement between NCTC and the CEDF provides for **public economic development** of the property, then NCTC likely may sell the property to the CEDF without complying with the notice and bid requirements of Chapter 272 of the LGC.*

## RECOMMENDATION

Although no formal action is requested, staff would like to have a consensus to work with the CEDC to create a foundation as outlined above. This item has been placed on the CEDC agenda for their May 4<sup>th</sup> meeting.

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**PROCLAMATION**

**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** Proclamation "National Police Week"  
**Submitted For:** Jerry Garner, Police Chief  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive Government

**Submitted By:** Kim Pence, City Secretary

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**AGENDA ITEM**

**PROCLAMATION: National Police Week**

**AGENDA ITEM SUMMARY/BACKGROUND**

**RECOMMENDATION**

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**Attachments**

Proclamation

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## MAYOR'S PROCLAMATION

*To recognize National Police Week 2020 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.*

*WHEREAS, in 1962, President Kennedy proclaimed May 15 as National Police Officers Memorial Day and the calendar week in which May 15 falls as National Police Week;*

*WHEREAS, established by a joint resolution of Congress in 1962, National Police Week pays respect to those law enforcement officers who have lost their lives in the line of duty for the protection of others;*

*WHEREAS, since the first recorded death in 1791, over 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;*

*WHEREAS, the names of these dedicated public servants are engraved on the wall of the National Law Enforcement Officers Memorial in Washington, D.C.;*

*WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during National Police Week, which takes place this year from May 10-16;*

*WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families;*

**THEREFORE, BE IT RESOLVED** that I, Mayor of the City of Corinth, Texas formally designates **May 10-16, 2020**, as Police Week in the City of Corinth, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

Signed this 7<sup>th</sup> day of May, 2020 at the City of Corinth, Texas in the witness thereof.



Bill Heidemann, Mayor  
City of Corinth



**CONSENT ITEM 1.**

**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** March 19, 2020 Work Session Minutes  
**Submitted For:** Bob Hart, City Manager  
**Submitted By:** Lana Wylie, Administrative Assistant  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the March 19, 2020 workshop session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the March 19, 2020 workshop session. The minutes are in draft form and are not considered official until formally approved by City Council.

**RECOMMENDATION**

Staff recommends approval of the March 19, 2020 workshop session minutes.

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**Attachments**

Minutes

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

On this the 19th day of March 2020 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

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

**Members Absent:**

**Staff Members Present**

Bob Hart, City Manager  
Kim Pence, City Secretary  
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director  
Emily Bowlin, Messer, Fort & McDonald  
Jerry Garner, Police Chief  
Michael Ross, Fire Chief  
Jason Alexander, Corinth Economic Development Corporation Director  
Helen-Eve Liebman, Planning and Development Director  
Cody Collier, Public Works Director  
Guadalupe Ruiz, Human Resources Director  
George Marshall, City Engineer  
Ben Rodriguez, Planning & Zoning Director  
Shea Rodgers, Technology Services Communications Manager

**Others Present:**

Brad Lonberger, Consultant, Kimley-Horn  
Brett Russell, Vice President & General Manager, Enterprise Holdings  
Tom Berutti, Vice President of Finance, Enterprise Holdings  
Jason Claunch, Consultant, Catalyst

**CALL TO ORDER:**

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

**WORKSHOP BUSINESS AGENDA:**

- 1. Receive a presentation and hold a discussion regarding the reconsideration of the Planned Development District zoning ordinance for the proposed Enterprise Car and Truck Rental and Sales facility, potential sales tax impact, and provide direction to the staff regarding concerns/issues for discussion with the applicant prior to the public hearing scheduled for April 2, 2020.**

**Bob Hart, City Manager** – This is based on the discussion from the last meeting. Brad Lineberger will talk about the Huffine’s site based on a land use standpoint with its consistency with the Comprehensive Plan update. Enterprise will talk through their numbers, projections, layout and Jason Cox will talk about the economic impact. I sent an email with some of the preliminary numbers. They have a lot more information. This is the only item we have on the workshop.

**Brad Lonberger, Consultant, Kimley-Horn** – I would like to discuss the letter I wrote to talk through how to analyze a site for these opportunities. It talks through the opportunity costs; things you would lose if you didn’t move forward with a project like this. We wanted to identify certain conditions of the site; there is limited access currently, visibility is going to be improved in the future, but we have a 10-year time frame with the freeway expansion. In addition, the TOD is not yet activated so it is not producing a large adjacency value to this property, yet which could be another five to ten years once the TOD is started. If you were to otherwise have this property sit vacant until those things start to happen, what would you be losing? It is the value of a new development plus the tax revenue that would otherwise not be there unless you went forward. Today, if you allow it to redevelop at its natural course when its really feeling the value from the TOD and the freeway expansion in about 15 to 20 years from now. What do you do now versus what you can do later when this certain development has lived its lifespan? It is a reflection on a lot of what we have been talking about through the comprehensive plan process. In the future it is considered mixed-use node which would allow a variety of commercial opportunities as well as mixed-use restaurant, retail but our entire emphasis through the comprehensive plan is to focus on the TOD and the area around it and make sure any value you get from any other developments such as this one, can allow you to start putting money into the TOD now.

**Tina Henderson, Council Member** – The night of our joint council meeting, I specifically asked you about this and you said it did not fit into our plan, please explain the change.

**Brad Lonberger, Consultant, Kimley-Horn** – During the general discussion we had spoken about how this was the current conversation, that we had interpreted our process moving forward, assuming that was going to be the process, the general development moving forward. I believe afterward we had a conversation where we discussed that you didn’t feel it was the right development. I concurred with you that it didn’t have the same mixed value that it could have in the future. I agreed with you on that aspect, but I hadn’t done any of the analysis of the current value versus future value. It was an adlibbed response, so I apologize if I had you misunderstand that in our conversation.

**Kelly Pickens, Council Member** – That is still true, right? What you said that night is still true. The long term, if we were willing to wait, it may look different if we wanted to wait and do something right now.

**Brad Lonberger, Consultant, Kimley-Horn** – It would but vacant land wouldn’t feed your TIFF and it wouldn’t give you current value that you could otherwise use to build the insulated value that you would need later.

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – As you reconsider this, we are a privately owned company, founded 1957 in St. Louis. Most know us as Enterprise, we are Enterprise Holdings. We are comprised of Alamo, Enterprise and National Car Rental. Specific

to this project we are looking for car rental, car sales and truck sales. For a global company, we are in over 100 countries, we have 53 groups here in the US 74 regions. That wouldn't happen unless we were willing to and show the tendency to align with the priorities of the towns and cities and municipalities in which we operate in. We have been in Dallas Fort Worth since 1979. We have 200 locations, and one thing I want to point out, out of 2,000 employers we are a home city, emphasize business and with that, when we do home city business, it's much different than the typical car rental facility. It's based at the airport. We have two airport locations here in Dallas Fort Worth, DFW Airport and Love Field but we have the balance of that is city locations and we even serve the communities in which we operate. We deal with the dealerships, the car dealerships, the body shops, collision centers, corporate accounts and there's a lot of those facilities, a lot of those dealerships, body shops, collision centers and corporate accounts based along the I-35 corridor. Specific to car sales, there were some questions earlier about the type of vehicles that we sell. One thing I want to point out that I think makes enterprise unique is we sell used cars, there are often rental cars that we buy. They're one to three years old, on average, low miles, they go through a very rigorous program. Another the thing that makes them unique is that most of the people that come in and buy from us are referrals from our locations. So about 35% of the people that come and buy from us are referrals from the current locations, which in most cases are comprised of folks that live in the communities in which we operate. Why Corinth, as we look at the Metroplex and we try to expand our network on the used car side, as well as rental and in trucking. We first do a site selection and as we look at various places in the Metroplex, the site selection scores that we use and some internal metrics that we use, scores very high from this area. We do it on a one to five rating system. This area along this corridor scores a 4.5, for car sales for truck and for a specific to daily rental, we know that there's already a very high demand here for daily rental. Matter of fact, we service this area from a satellite location, just north in the in the Chevy dealer just north of the site that we're proposing. In that location, in the event that we're granted the access here along I-35, we will relocate most of that business to this side. Because we know that side this side here will operate and serve the community better, better access and visibility. We'll be able to grow the business from there. We are trying to make these first class facilities; we want it to be a great place to buy a car and also for folks to work. At this point, I want to hand it over to Tom Berutti, he is our Vice President of Finance. I know there were some questions about the economic impact that this project would have. Tom is going to walk you through car and truck rental and car sales impact, overall, and more specifically, the impact here in Corinth.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** - Thanks very much for the opportunity to be here. I'm going to share with you, what we think the total tax contribution will be for this business. First, for all taxes to be considered, secondly, for Corinth only, and then I'm going to try to break down that Corinth only tax contribution into what it should look like based on our projections over a one, a five and a 10 year time frame. Currently, Brett mentioned earlier that we've got modest business currently here incorrect. It's currently contributing \$723,000 of taxes that we would project would be the tax load over that 10 year period. In the future with the addition of different businesses that Brett mentioned, as well as an expansion of the rental car business, the overall tax contribution would grow to \$45.6 million. That is broken up between trucking car rental contributing \$10.7 million, our car sales operation, we contribute the 33/34 rounded \$34 million, and then the real estate tax impact would be \$1.22 million. You can see the total difference between what you're currently contributing versus what we would be doing in the future. It's a \$45 million business over that 10 year period. The one thing I wanted to point out as an asterisk, we understand that you have a short term motor vehicle rental tax that is being considered if that were enacted, currently, the current operation would contribute to city of Corinth by itself \$230,000 of that short

term motor vehicle tax over the next 10 years.

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – If I can expand on that I mentioned that most of the rental car business that we're doing today is done at the dealership and just north. The satellite location that Tom is referencing is at Caliber Collision. It's a very small satellite. To give you a sense of scale, we have about 30 to 35 vehicles there on an ongoing basis. So that will stay in place. When Tom references the tax benefit over a 10 year period if in fact you pass the short term rental tax, that's the tax benefit would come from the existing business that's currently in Corinth. That does not take into consideration the business that would be moving to Corinth and the business that we would grow once here. Any questions on that?

**Kelly Pickens, Council Member** – You said that you're going to relocate the car rental satellite office from the dealership in Denton or some of it, are we going to get all that car rental business at this this location or are you going to leave a rental desk at the dealership in Denton?

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – As a matter of necessity when we grew in this area some 15 years ago, we opened a basically a desk inside the service drive at James Woods. As that business grew, we served their business, as well as surrounding residents that had car rental needs. We do that in certain places, and it's a way of a foot into the community. Frankly, we've outgrown it and we have a very large and viable business there, but we unfortunately kind of get in each other's way; parking can be an issue, access can be an issue, customer, just visibility can be an issue. Our plan would be to move about 85% of all we do there down to this location. That will be the basis for being here. And then from there will be additional access and visibility, we feel that we can grow this thing, almost another hundred percent. Even further, one of the things that we're working toward is like many other companies, who's trying to become more on the spot and be able to do more digitally, and we have a process called our Launchpad and we can actually take our business as a delivery to various sites. Those launchpads, those mobile devices are still tracked to the location where their based. Our plan would be to base that location here in Corinth.

**Kelly Pickens, Council Member** – But also have some based out of the dealership in Denton.

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – If we're granted the opportunity to come here, we will serve that dealership in Denton and then and only that dealership in Denton from that location.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** - The James Woods customers that go for their rental services today, those customers are only there because they need to rent a car from Enterprise, would prefer to be able to access our services from a standalone facility.

**Kelly Pickens, Council Member** – Essentially, you're just going to serve the people that are James Woods service customers but people that are renting for any other reason, they will come to our new location.

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – Yes, as an example, if we run about 185 to 200 vehicles on average there, we think that 35 or 40 would likely stay there and the remainder would come to the new facility. And again, I can't emphasize enough



just even though this may not be the easiest access for a lot of businesses we're a service oriented business. We pick up and deliver the most of our customers. Visibility matters, access matters and room, once you're there matters and this facility scores very high in all those areas. And you know, we have built a lot of these and this this location will be a dynamite location.

**Kelly Pickens, Council Member** – What other dealerships in Denton do you service?

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – We we do some level of business with all the dealers up and down the corridor. We are not on-site at all those locations and some we are. The onsite element is oftentimes desired by the dealership, the business, because it's convenient, but truth be told it actually provides better service for the customer to bring them back, give them a selection and you know the room to move and such but we will continue to do whatever the customer needs whether it be the individual customer or the or the surrounding dealers.

**Kelly Pickens, Council Member** – How much of your rental business is booked online?

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – Last check I'd say well, qualifier of our retail business, retail meaning, not replacement. I mentioned that we're a home city base so insurance replacement, dealer replacement, body shop and such; that is almost never looked online. A lot of that is booked through your insurance company. Do we have electronic connection and the reservations come through the insurance company directly to us? Almost 100% of the insurance business comes to us that way and does not go online. About 75% of our retail business goes online, retail meaning somebody that's not renting for replacement reason and not hunting for a corporate business rental reason.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** - The difference between the two is the online or the retail customers going through the worldwide web. Whereas the system that Brent's talking about, we've got connections with all our insurance partners, so they have a proprietary link to us. So, it's all electronic, but it's not considered an online reservation.

**Mayor Heidemann** - What is your ratio of cars versus trucks in your current location at James Wood? Do you rent a lot of trucks?

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – At James Woods we rent some light duty half ton trucks. We do not have a truck operation there. Simply because we don't have the space. The truck operation would be new to the area for us. We do rent light duty trucks in many of our car rental facilities, meaning half ton pickup truck. Our truck rental has half ton, three quarter ton, a lot of times they will use for their field work trucks; 16 foot box trucks up to 24 foot box ones. All our projections, that's all organic, it would be new. Based on the modeling that we've done, and our site selection tools, this area based on population industries that are here, and all of that it scores very high.

**Tina Henderson, Council Member** – You said that you expect to grow by 100%.

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – I said we could grow by 100% over the course of the time of our projection, so as it stands today, we've been for 15

years operating off the beaten path with no visible signage, it's basically all been through referral and such. We think when I say up to 100%, over the course of a 10 year period, I think we could we could double the size of our rent a car operation. Matter of fact, I put myself out there with the size of investment that we're going need to make here. That is what it is going to take, we've done this before and, I very good confidence, again, based on the site selection, metrics and such that we've used that we'll be able to achieve that. It will not come overnight, but that will come on over time.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – In addition to all the processes that we go through appearing before city council's, we have an equally more rigorous process. Brent's talking about the investments that remain, that we go through with our corporate office out of St. Louis, to walk them through the same types of decision processes, so, being able to show business growth is a vital element before we'll ever get the okay to make the investment that Brent mentioned that we're looking at. Any other questions or comments on? This is a 10 year projection, so if you think about what we discussed, we have projected based on our revenue estimates, the tax contribution will be Corinth specific. Currently, and again, referring to the very modest business presence we have for today, we're currently over a 10 year period, projecting \$162,000 in taxes, whereas in the future between our truck and car rental operation, our car sales, and then the real estate tax element, we are projecting \$5.7 million that we believe would result from our presence at this location. That would represent the \$5.5 million increase and again, as we mentioned a moment ago that the \$162,000 that we're projecting over a 10 year period, that would increase by \$230,000 if the short term motor vehicle rental tax was passed. It would be then added on to the current location that we have here in Corinth. Do you have any questions or comments on any of those numbers? That \$5.7 million number, the future number, now if we go forward, from our three businesses that we would have operating at this location, the tax dollar experience would be over one, five, and 10 year timetable. The numbers for the five to 10 year combos are cumulative numbers. In each interval, we're showing what the accumulative effect would be. Does anybody have any questions or comments?

**Sam Burke, Mayor Pro Tem** - The truck and car sale rental, that's something that would not have accrued to us with a traditional dealership, right? Because they're not going to be renting that volume of cars. So, if you had a traditional dealership model it would look more like the \$230,000 we would get at Caliber and then these other numbers, so you'd have about a \$3.5 million dollar difference between this type of business specific to car rental and a traditional dealership. Am I interpreting this correctly?

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – Correct, I think that the one big difference maker is Corinth was talking about this location at Caliber or the one at James Woods. Those businesses are very specialized, and they typically point towards a specific customer where we have the opportunity, certainly we try to expand and the more customers who become aware of us for their vehicle service needs that they may come back to us for retail purposes. The expansion effect that you're talking about is going to be a byproduct of having a standalone facility. For those customers that are coming necessarily for replacement need, they may be coming for a business need or for a recreation retail types of needs, that's where we're able to really expand and grow that business.

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – We've found that each of our business lines complement one another. We have economies of scale; we could make an

investment like this. But we also learned that the customers that do businesses with us and one business line, tend to do business with us in multiple business lines. So if somebody buys a car from us, we don't do service work, if they take their car in for service, or if they have an accident, they're very likely to come back and rent from us; because we're also in the business, if it is the same facility where they bought their car, it makes it a little easier. Same thing applies if they need to rent a truck. We found that they're really good synergies and as we look at our growth projections it is a lot, but we've built a couple of these before and have exceeded on both of the last two that we that we built. We were very confident and based on population access, all the things I mentioned before, that we would do the same as here.

**Scott Garber, Council Member** - The truck and car rentals is something that you would not see at a normal dealership. If this was a true car dealership, we would be looking at a 10 year projection of assuming the sales volume was the same, a million dollars or \$100 thousand a year in vehicle sales tax to Corinth and about \$120,000 a year in, in property tax. Everything here with almost \$3.6 million comes as a result of the fact that you guys are renting vehicles and leasing vehicles. This is about three times more sales or tax revenue to the city as a normal car dealership. Are reading this correct?

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – When you say car dealer, are you just referring to just a normal rental car facility or a full dealer?

**Scott Garber, Council Member** - No, sir, if you were just only selling vehicles and not doing rental, would we see any of this revenue?

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – If we were only selling vehicles and we weren't renting cars and renting trucks, those numbers would not exist. Again, for one, we wouldn't be doing that business there and the short term tax is what makes that happen.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – To maybe help elaborate, the numbers we discussed, those are based on the current business we have the today's numbers, about 40 vehicles. Here in Corinth and then just based on projections, we grew that and said that it grew to 56 vehicles over that 10 year period, because it's a very constrained operation. I don't know many dealerships that are primarily focused on selling vehicles that they would have a rental fleet of that size.

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – Almost none do and certainly not car and truck.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – They have loaner fleets but those are typically exclusive for their clients. My understanding is that those are generally not taxable.

**Mayor Heidemann** - From the information that we were given about the number of employees you would be bringing to this location. Can you expand on that and note projection?

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – Each of the businesses within the facility would have to have a staff and folks. There are three different

businesses running within the same facility. I think the number that we projected initially was in year one is 22 folks and then we projected based on our growth that we would have to increase staff to accommodate that growth each year.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – I think we gave year one 24 employees. We would expect that to grow to 28 in year 3; 36, in year five, and 46-47, in year 10. I converted, some of those are going to be including four or five people that are part time, so I just converted them the full time equivalent. That is what we expect to see conservatively at that location.

**Mayor Heidemann** - The pay rates are decent?

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – Yes, sir that is actually that's near and dear to us. I think you're aware we recruit heavily at local colleges and colleges all throughout the US for that matter. We need to be competitive out of the gate and more importantly, we need to provide a very competitive career path. We are two examples of that you're looking at about 62 to 63 years of experience between the two of us. Eric Seles who was going to join us tonight but has a cold, he is 35 years old. We all started with Enterprise out of college and worked with Enterprise in multiple capacities, in multiple states. To your point we are very competitive in our compensation. We bring people in at what we think is a fair pay rate, but we give people tremendous upside and career opportunity to grow with us and we promote almost exclusively from within.

**Lowell Johnson, Council Member** – Regarding some of the numbers and information that came from Mr. Claunch, versus some of the numbers you are talking about. Vehicle sales, he's talking about 10 years, you guys generate \$522 million in vehicle sales. That's an awful lot of cars. What's your means sale price? Or does that include trucks as well?

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – We worked from a range of in year one an average sales price of \$20,300 and then anticipating inflation and escalation effects from that in year 10. We are expecting an average sales price that year of about \$26,500.

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – With sales volume increase each year.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – Our annual sales volume we're projecting in year one is 1,224 vehicles, and in year 10, we expect that to have grown to approximately 3,000.

**Lowell Johnson, Council Member** – That's a gross figure, right?

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – The numbers that I am giving you is everything that we tried to present and prepare based on how it will affect the taxation, so those are taxable dollars.

**Lowell Johnson, Council Member** – Lee Ann, relating to this vehicle inventory tax, is the same as the personal property tax correct? Or is it set at the county rate of 35 cents?

**Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director** – I don't believe it is the same as the personal property tax. I don't know the exact percentage, just the total that we collected over the year, but I don't believe the same thing as a personal property tax.

**Lowell Johnson, Council Member** – Okay, thank you. It would seem to me like this vehicle sales, the number, in 10 years, \$900,771 is that what you're talking about? The return to us or return to the city in the vehicle inventory tax, or is it in something else?

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – In terms of the car sales business, the special inventory tax that we calculated over that 10 year period would be \$988,000 and the other big contributor that, as you would expect, sales tax is a very big component of that. When you apply the sales tax consideration, that's almost \$33 million.

**Lowell Johnson, Council Member** – You are aware that city of Corinth gets no sales tax off of cars.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – Yes, sir and that's why when I showed the Corinth only information, I wanted to make sure that we had that information separate for that very reason.

**Lowell Johnson, Council Member** – Well, then maybe you know that number. Do you know what the number is that you pay the dollar value that you pay Denton County, what the percentage is of the net price, the vehicle inventory tax, that you're charging your customers?

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – Let me restate the question, you want to know what is the actual tax rate for Dane County? It is .2215 for every \$100 assessed value.

**Lowell Johnson, Council Member** – I was just saying if you take the \$522 million and multiply it by the number you're talking about, you're looking at a bit more money coming back to Corinth and the vehicle inventory tax than vehicle sales.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – We understand that the way that the vehicle inventory tax is calculated is that you take the personal property tax calculated, that's 112th of it. It is that 112th factor that really reduces. My understanding is the way this special inventory tax, it's really deflated by virtue of that 112 factors. They look at our prior 12 months, they come up with a value, they talk to us about it, they come to us and give us the percentage, and that's what we apply to all our sales in that succeeding year.

**Lowell Johnson, Council Member** – Even then, I still think that \$900,000 maybe a little flight but let's talk real estate taxes for a second here. You're talking about on the real safe side, the improvements, you're going to do about \$11.5 million dollars in improvements. Is that right? And the property is sitting at \$ 2.3 million, so we're looking at 54 times 112,000, whatever that number is. I understand your number there and then you're talking about how much of an increase in the value of the property over five to 10 years, 2 to 3% a year above your assessed value.

**Tom Berutti, Vice President of Finance, Enterprise Holdings** – Right and so we were very

conservative. I kept the numbers flat so that we were keeping things in a very conservative position. But you're right again, the possibilities are when property value increases, that number could in fact be higher.

**Lowell Johnson, Council Member** – Okay, thank you. If we had this the first time around, we might not have ended up where we did tonight. Thank you.

**Kelly Pickens, Council Member** – Is your model set up to sell cars online? I know a lot of companies that is kind of where they're going.

**Brent Russell, Vice President & General Manager of Enterprise Holdings** – The short answer is no. We have online access; we advertise our vehicles online. People can view our cars online; I would encourage all of you to go online to check out all our businesses online. I think that's it speaks for itself, but no, we don't sell.

**Bob Hart, City Manager** – Jason, will speak regarding economic processes.

**Jason Claunch, Consultant, Catalyst** - When we first got engaged in Corinth, I think our journey started in 2013. We started with economic development initiatives. We worked on Bucees, that was fun if you remember that, some of you do. We also helped on the 35 sustainability study, really setting the stage in protecting the corridor. I think that led to our involvement in the comprehensive plan and obviously that plan is really looking out 10 to 20 years. It is unique, I think if this was a restaurant with very similar building form, it might be a different discussion. Maybe not today with today's economic environment. I think this use may be much more sustainable than a restaurant, at least in the short term. I think about my own personal circumstances, I rented three cars between Thursday and Friday of last week alone. I'm a pretty heavy user. I spent a lot of time on the road. I certainly respect and understand the different brands and with Enterprise with 8,000 locations worldwide, I have not gone to a location where an Enterprise location wasn't extremely well managed. If it was a different use or maybe different brand, and you didn't have national Enterprise brand stand behind it, I think it'd be much different. But as you know, this does produce a lot of economic benefit for the city. Tina, I agree. I wasn't asked the question, but the forum is not advanced in terms of the urban forum. I was involved in the Millennium Development with William on the private side and we fought very hard for that design in the organization, because of the use allowed it accommodated it. You should think about uses and how they evolved. And I think if this use just came out of the blue, or we were working for Jason, I don't know that we would be recruiting the use; but once you distill down the economic benefits, and the form the brand behind it, I think it's very obvious that this is certainly creative from an economic development standpoint, and I spent some time studying the urban form. I think about things in terms of developments that can grow over time incrementally. And certainly, if you look at the way this building would be constructed on the lot and the landscaping, it would be first class and certainly with this brand behind it may be maintained to such. I also think that over time, this would be fairly easy to use, to sort of transform and reorganize and utilize the lot with its current urban form and other things to accommodate maybe a long term vision that I think we all have in all respect for the corridor. And being involved in the brain we're working with Enterprise on another location in Austin adjacent to a TOD. They're being very innovative partners in that location, thinking about how they would interface between maybe passengers taking the rail into the TOD station and be able to interface and rent cars away from the airport and mitigate some of the congestion and also be able to check

their bags and do some very creative things, thinking about the maybe forward thinking in terms of passengers. As I study this concept more, I get more and more comfortable with the use. Looking at the economic impacts, it certainly makes sense. Thinking about people that might need a car, I think this is very convenient location to be able to take advantage and leverage that and still, again, be able to reorg and redevelop this over time. The economic benefits, it substantially includes quite a bit of additional investment. I think the net benefit would be about \$46,000 a year in ad valorem alone and what you are getting now versus what you would be getting with a net new investment. Even across the board and the jobs, I think everybody at the facility are well paid. But also, if you've been to one of these facilities, which I visited quite often during the week. They're all extremely well dressed and very professional and I think it would certainly be something that would represent your community, I'd be more than happy to answer the numbers in terms of the fiscal impact and, and certainly, they could provide some more insight but at least in our opinion, this makes sense for the community for a number of reasons.

**Mayor Heidemann** - Mr. Hart, is there anything more?

**Bob Hart, City Manager** – I just want to make sure we have plenty of time for questions and you want to visit casually or however you want to do this.

**Scott Garber, Council Member** – Helen-Eve, my understanding is this property is zoned to allow everything they want to do except for selling vehicles, is that correct? They're looking for a SUP?

**Helen-Eve Liebman, Planning and Development Director** - No, sir, t's a planned development district proposal to allow all of these uses. I think that the rental cars could be the issue, but it is the car sales that could get into the PD because that's not an option to apply for a SUP.

**Scott Garber, Council Member** – That was all the clarification I needed.

**Helen-Eve Liebman, Planning and Development Director** - The other positive thing with doing the planned development is that we were able to respond to the residents around there providing the landscape the masonry screening wall that they offered at the last council meeting. The neighbors were not opposed from the planning and zoning commission presentations even City Council, you saw. I have had two inquiries this week because the public hearing notices have gone out because of timing. we had to get those out. They were surprised, they said once again that they don't have a problem, they would rather see something of quality and operating there than vacant land. I think that says a lot.

**Scott Garber, Council Member** – We made two adjustments to the original suggestion from staff. Have you written those in now to staff suggestion? I think it had something to do with masonry wall and maybe it was a fence, or the trees. So those are now written in or they will be. The other question is the SUP portion, is that is that going to be grandfathered if the property is sold in the future or is this something that will stay with Enterprise if they operate?

**Helen-Eve Liebman, Planning and Development Director** – Yes, here won't be a SUP tied to anything. All these uses are combined as permitted uses within the planned development district, and they have to have all three. They can't have one or two, they have to have all three.

**Mayor Heidemann** - Is there any other discussion or question from the council?

2. **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.**
3. **Provide an update and hold a discussion on the Coronavirus (COVID-19) in regard to City operations and practices.**

**Bob Hart, City Manager** – We have 83 cases in Texas across 10 counties over the last seven days. In Denton County we are at nine, all of those are within four communities and the four that were added today, three of those are travel related. The Denton County judge has issued a declaration today effective at midnight. They've closed restaurants except for drive thru, carry out, closed gyms. Grocery stores are not impacted, pharmacies and that sort of stuff. We were involved in the conference call yesterday with the with the judge and with the governor. We've been doing some with the CDC and the NLC has additional material we are watching and participating. They're getting a lot of our questions answered. Chief Ross has been involved from a fire department standpoint, so you understand how critical that is in terms of dealing with the county. We are going through all our positions, figuring out which are essential and how we will rotate shifts. In anticipation of how we respond, we have developed a four stage readiness response plan, I sent that out a couple of days ago. We have posted it and it helps to address some of the issues. We have passed green (normal operations) and we are yellow right now in terms of this process with orange and red remaining. City facilities are open today. We're limiting some of our person to person meetings. We are encouraging a lot this to be done online but remain open to the public. We are seeing a few people, not a lot. The Reynolds, the community room at the public safety building, the Wood's building we are not leasing currently. Large public meetings have been canceled. All of that was based on the CDC instructions last week over that eight week period. The State of the City, our intention is that it will be rescheduled. We also have pushed back the board, commission appreciation dinner. The sports facilities are still open, and we're leaving them open with the associations to decide how they want to proceed or not with their season.

**Mayor Heidemann** - Is that not in violation of the governor's proclamation?

**Bob Hart, City Manager** – His says that parts are still open, but I think we're starting to get to the borderline. I don't think it's a violation per se right now. We have four employees on quarantine. Three are from international travel of during spring break and then one traveling in Colorado. Those four are in voluntary quarantine, they're working from home. We are cutting out travel, conferences; vacations are being monitored. At orange level, facilities will remain open with modified staffing schedules, we'll have some employees working here and some at home and in some instances, we will flip. Fire is working through three different stations, so you have some segregation there. At orange we start to transition to online phone calls, and then limit the in person meetings. Small meetings will be canceled based on the CDC and the declaration. We will encourage all the businesses to adhere to the judge in the gubernatorial declarations and the CDC recommendations. And we would also close the ballfields. I think we're starting to step into some of these issues. On an internal basis, we're looking at modified staffing, we are getting everyone setup right now. We want to suspend plat submittals because they have a 30 day window. Vacations are subject cancellations and then in other travel, we will cancel on a case by case basis. At the red level, City Hall is closed, essential personnel, all of our work will be done online and then we require



businesses to adhere to closing declarations. We would anticipate that Council and boards would meet via teleconferencing. This this is from a public standpoint, the issue, we are going to ask the mayor to do a local decoration. I am thinking some of these elements will be going into orange and red. If the mayor does the decoration, then the council has seven days in which to act on it. We are watching that because the next meeting is April 7th. May elections, we have to let the county know tomorrow, your preference and that will be going to a November election and then we will be on the on the ballot. One, it is always kind of tough to have local issues on presidential election and, I'm not worrying too much about the council, I'm worried about the three propositions we have on the ballot. One is the fire district; one is to designate the council as the board for the fire district and the third is the short term rental car tax. I am concerned about the fire district, if it failed in May, our fallback position was to go to November. If we have that on the ballot in November and it fails and the street expires the end of December, we are going to lose a half million dollars next year, because we will not be able to put that back onto the ballot until May. And then the text that become effective until the begin the quarter following the quarter, which the election was had. That is the biggest concern that I have in delaying. That is the feedback I wanted to get from you all. From a staff standpoint, the recommendation would be to stay with the May election. Whether the county is going to force us to November, whether we can get election judges to work can be an issue for November. Our recommendation would be that we would tell the county we want to stay with the May election and then over the next two or three weeks, we'll find out if that happens or doesn't happen. Either way, you're going to have to act, by ordinance, to reschedule that to November. The Secretary of State was clear today, when they first came out with this idea of moving the elections from May to November, if you remember, when you adopted that, it was permanent; you could never go back to May. Now they're saying that doesn't count this year. So if we get forced into November, I think you'd want to go back to May in the 2021 election.

**Scott Garber, Council Member** – It seems that May is a much better option for us this year. For me.

**Kelly Pickens, Council Member** – I agree, unless they force us to move it.

**Bob Hart, City Manager** – We would have to come back to you with an ordinance to do that.

**Sam Burke, Mayor Pro Tem** - I would think that we want to tell the county that we want to leave our options open so we are not canceling and hopefully they will respect our decision. But if the curve bends or something happens that it's safe enough, we'd like to have that option.

**Bob Hart, City Manager** – Okay, we will communicate that back to him all morning. And then just watch for the next few weeks.

**Mayor Heidemann** - Is there a timeline for the county to make that decision?

**Bob Hart, City Manager** – They have to make a decision before early voting begins April 18<sup>th</sup>.

**Kimberly Pence, City Secretary** - It's about the early voting ballots, including mail outs and that is why they are wanting to know tomorrow.

**Bob Hart, City Manager** – We will communicate with them tomorrow. We want to save the May

election and then we'll see what happens over the next week or 10 days. On the utility bill, getting into this red level, we would shut the doors. To pay your utility bill, you'd have to go online. We want to get your feel from you on the \$3.95 online credit card transaction fee. My tendency would be to waive it in this environment, but when you waive it, we're adding to the cost of service. We are in the middle of talking about utility rates so that comes into play.

**Scott Garber, Council Member** – Don't we have a drop box that people can drop their checks into?

**Bob Hart, City Manager** – Yes and what we're doing if we get to red and we lock the doors, and that's where they're going to drop the mail to us as well. We have had some folks that say, they want to do it online, they don't like the transaction fee. They're not coming inside, and they don't want to touch the mailbox, because they don't want to get the germs off touching the drop box.

**Scott Garber, Council Member** – What was the total? I thought we had looked at this transaction fee and it was a pretty substantial amount to try to absorb.

**Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director** – \$75,000.

**Bob Hart, City Manager** – And if we do this, it's going go way up, way up. I don't know that you have much of an option other than to waive it.

**Scott Garber, Council Member** – Can we reserve the option to wave for maybe folks that are hysterical about it?

**Sam Burke, Mayor Pro Tem** - Is there a way where we can offer the option to wave it due to the current situation?

**Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director** – For over the phone transactions, we can do that because for those it's a process that the clerks have to manually add that. If somebody requested it, then we just wouldn't add the fee. The problem would be on the online transactions and that would be an all or none as it is managed from an outside company. It's not a system that we manage ourselves and so right now, I would have to say it's an all or none. We could contact them to see if they could do any type of programming into it, and I'm sure there would be a cost associated with it.

**Sam Burke, Mayor Pro Tem** – Who charges the fee?

**Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director** – There are two fees. We charge \$3.95 to recoup our processing cost and the company who processes it for us, I cannot remember their name, they charge \$1.25.

**Sam Burke, Mayor Pro Tem** – Can tell them we will reduce ours if they reduce theirs?

**Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director** – We can ask.

**Kelly Pickens, Council Member** – The people who pay online monthly, like I do, you would waive my fee too, right?

**Sam Burke, Mayor Pro Tem** – They can still mail a check, correct?

**Bob Hart, City Manager** – Yes and this isn't anything you have to decided today. This will bubble as an issue so at least you can start thinking and watching. We will continue to get payments from the drop box and the mail. We will process it internally. The next inquiry is what will we do with utility costs for non-payment? We should consider suspending the cut-off but before we go there, we will have to work out payment schedules. We have about 75-90 people that are cut off monthly. We may run into waiving late fees and will handle on a case by case basis. On the RG3 equipment, all the parts are made in China and we are not receiving anything from China. We believe we have parts for about five months. We will have to add about six months to our original timeline. On inspections, we are going to do what we intended, to suspend fire inspections except those for life safety. We continue to do building inspections if the buildings are being built. People replace hot water heaters and other life safety items so Randy and Johnny will continue to do inspections. Staff meets on Monday and Thursday so we will adjust and detail for council with the Friday report. Board meetings, we will try to teleconference. April 2<sup>nd</sup> will be a challenge and I want it to be fair to the public, as we will have a public hearing.

**Tina Henderson, Council Member** – On the sports areas, are people using them? I would like to move forward with shutting those down. If the governor ordered no more than 10, we should follow his guideline.

**Bob Hart, City Manager** – If you can give us to Monday, we can coordinate that.

**Sam Burke, Mayor Pro Tem** – I think it's a moot point. All kids that are my children's ages, all events and tournaments have been suspended. Most of the email blasts, all items are canceled.

**Bob Hart, City Manager** – We will be in orange level Monday. The other item is on emergency purchases. We have a statue where I am authorized to approve expenditures over \$50 thousand and bring back to you for approval. The only item we could imagine would be a water line break requiring immediate attention. We have discussed buying right of way; they may come in.

#### **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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

- a. **Legal advice related to the provision of fire services, interlocal agreement for fire service and related matters.**

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

- a. Project Daylight**
- b. Project Festival**
- c. Land along Corinth Parkway**

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

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

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

**ADJOURN:**

**Mayor Heidemann adjourned the work session at 7:05 p.m.**

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 2.**

**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** March 19, 2020 Regular Session Minutes  
**Submitted For:** Bob Hart, City Manager  
**Submitted By:** Lana Wylie, Administrative Assistant  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the March 19, 2020 regular session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the March 19, 2020 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 March 19, 2020 regular session minutes.

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**Attachments**

Minutes

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

On this the 19<sup>th</sup> day of March 2020 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:**

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

**Members Absent:**

None

**Staff Members Present**

Bob Hart, City Manager  
Kim Pence, City Secretary  
Jerry Garner, Chief of Police  
Michael Ross, Fire Chief  
Patricia Adams, Rockefeller, & Fort  
Helen-Eve Liebman, Planning and Development Director  
Lee Ann Bunselmeyer, Finance Director  
Jason Alexander, Economic Development Corporation Director  
Shea Rodgers, Technology Services Manager

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

Mayor Heidemann called the meeting to order at 7:05 p.m. Councilmember Garber delivered the Invocation and led in the Pledge of Allegiance and the Texas Pledge.

**PROCLAMATION:**

Mayor read the Proclamation into the record, proclaiming March 25, 2020 as Medal of Honor Day.

**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.

**BUSINESS AGENDA:**

1. Accept the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September

30, 2019 as presented by Eide Bailly, LLP.

**Lee Ann Bunselmeyer, Finance Director** – The City Charter, in compliance with Chapter 103 of the Local Government Code requires an annual independent audit. The audit of the city of Corinth's financial records for the year-ended September 30, 2019 was conducted by Eide Bailly, LLP. The audit firm, in its fifth year as the City's independent audit firm, issued an unqualified opinion on the financial statement, stating that the financial statements present fairly, in all material respects, the City's financial position in conformity with generally accepted accounting principles.

The Finance Audit Committee reviewed the Comprehensive Annual Financial Report on February 20, 2020 and recommended it be forwarded to the City Council.

Staff recommends approval of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2019.

**Councilmember Johnson** – is it time to rebid this next year or do they have an extension.

**Lee Ann Bunselmeyer, Finance Director** – there is no extension. For Audit Services you do not have to bid, we typically run this by our Finance Audit Committee and in April we will go over that criteria and have them decide if they want to continue or go out and look at other companies.

**MOTION** made by Councilmember Johnson to approve as presented. Seconded by Councilmember Henderson.

<b>AYES:</b>	Burke, Garber, Johnson, Henderson, Pickens
<b>NOES:</b>	None
<b>ABSENT:</b>	None

**MOTION CARRIED**

2. Consider and act on "Agora" as the brand to guide the strategy for marketing and promoting the Transit Oriented Development ("TOD") District.

**Jason Alexander, Economic Development Corporation Director** - The TOD District is the focus of Corinth's economic development efforts and serves as the community's emerging downtown. This district will introduce an economic, physical and social identity that will be distinct to Corinth and distinguish the community from the surrounding communities. The TOD District is to be anchored by a commuter rail station and an amphitheater that will provide increased opportunities for living, working, shopping and gathering in Corinth.

As such, the Departments of Economic Development and Communications and Marketing engaged Slate Communications to assist with the design and implementation of a branding strategy that will elevate the vision for future infill and redevelopment within the TOD District and enhance opportunities to promote the community's core as a dynamic and thriving environment for investment. Working closely with staff, Slate Communications received input from the Ambassadors Group, the Corinth Economic Development Corporation (the "CEDC") and developers and others with a vested interest in the success of the TOD District. Based on this input, Slate Communications developed and proposed names to brand the district. During the March 5, 2020 City Council Workshop Session, staff presented and discussed four (4) names to brand the TOD District:

1. Agora District.

2. Corinth Crossing.
3. Corinth Town Center.
4. Union Crossing.

The City Council identified Agora as the brand to promote the TOD District for economic development and cultural purposes. Should the City Council select Agora as the brand --- it will position staff to further collaborate and coordinate with Slate Communications to design and launch a complementary website, a new logo to be used for promotional materials and provide other related media to increase interest from developers, investors and others who wish to live, work and play in the TOD District.

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

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

**MOTION CARRIED**

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

**Councilmember Burke** – my wife is an internal medicine doctor and is prudent to some information and it is very difficult to get tested so I caution you to drive to much information from the number of positive tests. My wife did see two or three people that she thinks probably did have the virus here in Denton, but they will not be tested because they do not fit into the criteria for testing. It is here and the mortality is somewhere between 1-3% which is extremely high compared to the flu. For the safety of everyone here, your parents, grandparents I recommend taking the precautions seriously.

**Bob Hart, City Manager** – we were notified this week that we were selected as a Tree City USA also KCB was notified that they hit the silver status through Keep Texas Beautiful. We would like to celebrate but will push them off for a couple of months, so we have a better audience, but it is nice to see this.

**Mayor Heidemann** – would like to extend my sincere thanks to all the staff members for your efforts to keep the City of Corinth safe. I understand we now live in the 18<sup>th</sup> safest City.

**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

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



City Council met in Closed Session from 7:20 p.m. until 7:59 p.m.

- a. Legal advice related to the provision of fire services, interlocal agreement for fire service and related matters.**

**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.

City Council met in Closed Session from 7:20 p.m. until 7:59 p.m.

- a. Project Daylight**
- b. Project Festival**
- c. Land along Corinth Parkway**

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

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

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 Regular meeting at 8:00 p.m.**

**AYES:** All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** April 2, 2020 Workshop Minutes  
**Submitted For:** Bob Hart, City Manager  
**Submitted By:** Lana Wylie, Administrative Assistant  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the April 2, 2020 workshop session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the April 2, 2020 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 April 2, 2020 workshop session minutes.

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**Attachments**

Minutes

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

On this the 2<sup>nd</sup> day of April 2020 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Members Present:**

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

**Staff Members Present**

Bob Hart, City Manager  
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director  
Patricia Adams, Messer, Fort & McDonald  
Jason Alexander, Corinth Economic Development Corporation Director  
Helen-Eve Beadle, Planning and Development Director  
Shea Rodgers, Technology Services Communications Manager  
Lana Wylie, Sr. Administrative Assistant

**CALL TO ORDER:**

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

**WORKSHOP BUSINESS AGENDA:**

- 1. Receive a presentation and hold a discussion on amendments to the City's Noise Nuisance standards.**

**Bob Hart, City Manager** – There was a request to review this item, Helen-Eve Beadle will present.

**Helen-Eve Beadle, Planning and Development Director** – Presented the following report to city council.



# Corinth City Council Meeting

April 2, 2020

## Noise Nuisances

- At the City Council meeting on January 23, 2020 Council directed staff to propose amendments to the City's noise nuisance standards to make them enforceable.
- The City's current noise nuisance standards are very broad and open to interpretation by language that states that noise nuisances are those that "disturb persons with ordinary sensibilities." As currently written, the regulations make it difficult for City staff to enforce outside of asking residents or businesses to keep the noise down.

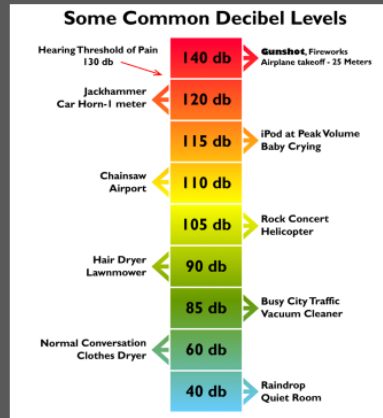
## City Ordinance Comparisons

Land Use	Corinth Proposed		McKinney		Allen	
	Time Restrict.	Restrict. Decibel	Time Restrict.	Restrict. Decibel	Time Restrict.	Restrict. Decibel
Residential	Day: 7 am to 9 pm Night: 9 pm to 7 am	65 dB 58 dB	Day: 7am to 10 pm Night: 10 pm to 7 am	65 dB 58 dB	Day: 7 am to 8 pm Night: 8 pm to 7 am	65 dB 58 dB
Non-Residential	Day: 7 am to 9 pm Night: 9 pm to 7 am	70 dB 60 dB	Day: 7am to 10 pm Night: 10 pm to 7 am	70 dB 60 dB	Day: 7 am to 8 pm Night: 8 pm to 7 am	65 dB 58 dB

Land Use	Denton		Lewisville		Flower Mound	
	Time Restrict.	Restrict. Decibel	Time Restrict.	Restrict. Decibel	Time Restrict.	Restrict. Decibel
Residential	Day: 7 am to 10 pm Night: 10 pm to 7 am Multi-Family Night: 10pm to 7 am	65 dB 65 dB 50 dB	Day: 7 am to 10 pm Night: 10pm to 7 am	65 dB 65 dB	Night: 10 pm to 7 am	52 dB
Non-Residential	Day: 7 am to 10 pm Night: 10pm to 7 am	65 dB 65 dB	Day: 7 am to 10 pm Night: 10pm to 7 am	65 dB 65 dB	Office, Retail Night: 10 pm to 7 am Commercial Daytime: 7 am to 10 pm	62 dB 67 dB

## Noise Ordinance

- Proposed Ordinance distinguishes residential and Non-Residential.
  - Residential Limit
    - 65 dB for daytime
    - 58 dB for nighttime
  - Non-Residential Limit
    - 70 dB for daytime
    - 60 dB for nighttime



## Noise Ordinance

- Noise Measurement
  - Daytime shall refer to the hours between 7:00 am and 9:00 pm on any given day
  - Noise will be measured at that nearest property line of the property on which the noise is being generated

## Exemptions

- Noises not under control of property owner
- Noise from construction or maintenance, including lawncare and groundskeeping during daytime hours (7am to 9pm)
- Noise safety signals, warning devices, and emergency pressure relief valves

## Exemptions

- Transient Noise like automobiles, trucks, airplanes and railroads
- Noises necessary to prevent threat of bodily injury, death or loss of property
- Reasonable activities in public parks, playgrounds and public and private school functions

## Exemptions

- Lawfully scheduled events
  - Stadium or Sporting Events
  - School Sponsored Events
  - Amphitheater Events
  - Musical Events-may want to consider cutoff time
  - City Sponsored or Co-Sponsored Events
  - Special Events-may want to consider cutoff time

## Additional Noises Nuisance

- Refuse Compacting Vehicle
  - 9:00 pm to 7:00 am
- Excessive noise near School, while school is in session

## Enforcement

- The City currently regulates noise nuisances on a complain basis only.
- When called for noise violations the City first seek voluntary compliance from the individual by educating them that the City had received a complaint and politely asking the individual to keep the noise to a minimum. Most of the time the individuals are not aware that their noise has become a nuisance to others and quickly lower their noise to an acceptable level.
- In instances where a verbal warning is ignored or an individual habitually generates excessive noise on their property, the proposed ordinance will state that a fee not to exceed \$500 may be given to the individual.

## Cost of Enforcement

- Staff has identified the following estimate of equipment needed to enforce the revised standards.
- The City anticipates purchasing two units to measure the level of sound at the the property line.
  - Code Enforcement
  - Police Department
- Based on publicly available information the units, along with the calibration device, are expected to cost approximately \$550 each, or \$1,100 for the two sets.

## Noise Ordinance

- Questions and Comments

EXTECH

## Digital Sound Level Meter Kit

Item # ACWR4 Mfr. Model # 407732-KIT Catalog Page # 624 UNSPSC # 60104808



Web Price  
\$514.00 / each

1 **Add to Cart**

Confirm ZIP Code to determine availability.  
76201 **Save**

Shipping Weight 2.0 lbs.

Country of Origin China | Country of Origin is subject to change.

**Save money on this similar product!**

**WESTWARD Digital Sound Level Meter, A & C Weighted**  
Web Price  
\$306.00 / each

**View Specs**

How can we improve our Product Images?

Compare

Note: Product availability is real-time updated and adjusted continuously. The product will be reserved for you when you complete your order. [More](#)

### Product Details

The Extech® by FLIR sound level meter kit is ideal for noise surveys in the workplace, installing fire alarms and speaker systems, and enforcing noise ordinances. Measures from 35dB to 130dB in 2 ranges and has an accuracy of ±1.5dB. Data hold and max. hold functions. Backlit display allows use in dimly lit areas.

[View Less](#)

**Helen-Eve Beadle, Planning and Development Director** – I will be happy to answer any questions and suggestions.

**Scott Garber, Council Member** - I don't have any questions I think that sounds excellent. Thank you.

**Sam Burke, Mayor Pro Tem** - When you're buying the equipment, you want to make sure that the equipment is designed to filter out wind noise. In this area, wind noise can greatly affect the background decibel readings. A lot of times, especially in spring, it's louder around here than 65 decibels. You want to make sure your devices can factor that out of the equation. But otherwise, I think that looks well put together and I appreciate.

**Tina Henderson, Council Member** - I do like the idea of adding timelines. I wonder, should we put time restrictions across the board, or for just certain events?

**Helen-Eve Beadle, Planning and Development Director** – I do think we need to apply it across the board. One thing to consider, say of Harley Davidson, whenever they're alcohol sales end; maybe an hour after that would be a good idea and obviously that's tied to our alcohol elections and provisions for the sale of alcohol. Or we could say across the board, midnight, 1:00am?

**Tina Henderson, Council Member** - What time do alcohol sales have to cease?

**Helen-Eve Beadle, Planning and Development Director** – You're talking about Corinth? That would be for any restaurant in the city but we can check it.

**Sam Burke, Mayor Pro Tem** – Midnight sounds reasonable if it's not sooner, that they close. I wouldn't want to be after that.

**Tina Henderson, Council Member** - I would think midnight only on Friday and Saturday nights. Sunday through Thursday should probably be a lot earlier.

**Scott Garber, Council Member** - Is there any specific training needed for the noise devices?



**Helen-Eve Beadle, Planning and Development Director** – We don't believe so we haven't found any courses. It is sold in a kit with a calibration tool with \$198/year recalibration fee. We have looked into it a little bit; we don't feel it would be that difficult to utilize it. If police can use a radar gun and I would hope, we all could use the decimeter.

**Scott Garber, Council Member** - I agree but I had also not considered what Sam had brought up about wind affecting it. I'm guessing that there may be some other nuances, but I'm sure that there's instructions.

**Helen-Eve Beadle, Planning and Development Director** – We will find out.

**2. Provide an update and hold a discussion on the Coronavirus (COVID-19) in regard to City operations and practices.**

**Bob Hart, City Manager** – Corinth moved up to its fourth case of COVID-19 today. Denton County is at 254. Denton State School is holding at 50, this is the residents only. The 1,400 employees are not counted in the school, they are counted in their place of residence. If anything is being transmitted back to the employees, we won't know the exact number. There is several declarations coming from the county judge and governor. We switched to the red level Sunday evening, effective for Monday morning. We have very little activity going on. We have residents checking their water bill. We are still performing building inspections. Internally staff is working on a modified schedule with a substantial number at home. Public Works is rotating week on/off. We have enough licensed personnel so that we will not have any problems with the water system. In terms of utility billing, finance, municipal court, virtually all those employees are working from home. We have literature on the website and are tracking comments on social medial. We are working on staff because of budget impacts. We are reducing spending. At this point the primary impact will be with revenues coming into municipal court, development/impact fees and some on sales tax. Congress has passed the Family's First Response Act, which allows employees to have two weeks paid sick leave. The way it was written, it allows some local discretion regards to emergency response. You can opt to include or exempt them from the statue. The recommendation that we would obviously make is we think that all the employees be treated the same way. If we have employees who use it, we will process it through for HR, so that we can monitor and track. On the expenditure impacts, we are starting to look at cutbacks. We have not set a target, but we will be very responsive and very careful. One of the items on the agenda is moving the sales tax elections from May to November. We talked about the car rental sales tax and the fire district sales tax. What I will ask you to do, in looking at the numbers going forward, we will request you not do the fire district tax but rather do the street maintenance tax. If we do the fire district tax and it passes in November, on January, the street maintenance sales tax will stop. The fire district tax would not start until July 1. It means that we would have a revenue loss of about \$400,000. I would ask you to go ahead and approve moving all the elections to November, and then we'll come back with recommendations to withdraw the fire district tax and then substitute the street maintenance tax. That is to reserve the revenue stream going into 2021. The other thing that caused us to look at this is the public policy foundation. Their two primary objectives, going into this next session is to have spending limits on the citys and if you remember the last session, they did revenue caps and now they are looking at spending caps. And also, to do lobby restrictions. If you go back and watch, how the governor has changed his disaster declaration yesterday, there is a linkage there, because he's getting some of the language lined up in that declaration in anticipation of this policy foundation

push that will be going on in this next legislative session. Not asking you to change anything tonight but we do want to come back in the May meetings and ask for you to consider changes. Looking at what's going on at the state level, the mayor did a local declaration, yesterday. This is on the agenda tonight to ratify and put into ordinance form. It defines essential services, city facilities, municipal court proceedings will be postponed, and we will be working with the presiding judge and then I wanted to come back to touch base in dealing with some issues in the utility billing office. The Public Utility Commission came out with a directive that utilities could not be cut off for the next six months. In the directive itself, it does not apply to cities. If you go back to the clipping services where cities, this week sent out cut off notices for non-payment of their utilities, it's received some very negative press response and in those articles that have cited the PUC directly and it never actually identified that it doesn't apply to cities. I think the general expectation of the public and the assumption is that it does. That is an ongoing issue but rather than sending out a cut-off notice, we will call the residents who are late to work out a payment arrangement. The credit card fee is getting popular play on social media so you may want to think about it and provide some feedback. We are also searching for another credit card processor, to see if we can do something better than where we are right now. One of the residents, the called to discuss the fee, was in the business and is helping us with some research. We do have a late fee and non-payment fee; I am not sure if you want to consider waiving those during this period. Does anyone have any questions?

**Scott Garber, Council Member** - I would feel more comfortable finding out more information before we waive the credit card transaction fee seeing as how there's two other ways to submit payment without incurring that fee. The bank drafts, the auto payments and dropping a check in; plus you may find some less expensive ways to do it but the late fee and the cutoff fee seems to be something that I would have no issue stopping for the next six months.

**Kelly Pickens, Council Member** - Are there only hard costs involved with any of that?

**Bob Hart, City Manager** – The revenues we receive from late payments and disconnect fees is about \$10,000 per month.

**Kelly Pickens, Council Member** - But it doesn't cost us any money? It's just a revenue source.

**Bob Hart, City Manager** – It is a reduction in revenue, a loss in revenue. There is no outgoing cost.

**Sam Burke, Mayor Pro Tem** - Will we need to take any action to waive those fees?

**Bob Hart, City Manager** – The declaration is enough for us to do that assuming there is a consensus to do it.

**Patricia Adams, Messer, Fort & McDonald** – The mayor can sign a directive.

**Sam Burke, Mayor Pro Tem** - I'm fine with the late and non-payment fees being waived. We could do six months or maybe try 90 days and then see. But you're more familiar with what's going on as far as public feedback and certainly there are a lot of people right now that are in a tough situation financially.

**Lowell Johnson, Council Member** – Let’s go ahead and waive the fees, everything but the credit card fees. Let's go for 90 days at first and reevaluate.

**Bob Hart, City Manager** – I want to make sure I understand, you’re talking the late and disconnect fees.

**Lowell Johnson, Council Member** – Yes.

**Bob Hart, City Manager** – We'll proceed with that unless I hear any objections on a 90-day window. Any questions or comments on the sales tax or fire district tax?

**Sam Burke, Mayor Pro Tem** - It makes sense to me Bob and I'm glad that you all are on top of it, making sure we know if unintentionally whack our revenue.

**Scott Garber, Council Member** - The enforcement activities for Corinth and the COVID-19 social distancing, do we have any updates or information on what staff is doing or proposed to do?

**Bob Hart, City Manager** – We were not ticketing businesses. We have called some businesses to advise them of the judges and governor’s orders and asking them to adhere to the orders. That's really been the extent of our enforcement.

**Scott Garber, Council Member** - We haven't seen any gatherings or anything that we've had to intervene in, so far, outside of business?

**Bob Hart, City Manager** – No sir, not that I am aware of at this point.

**Sam Burke, Mayor Pro Tem** - What specifically did the order say with regard to stripping municipal authority?

**Patricia Adams, Messer, Fort & McDonald** – Governor Abbot suspended 418.016 of the Government Code that allowed mayors to issue proclamations of disaster and 418.1015; essentially, he removed the city’s ability to declare a disaster in order to have control through the state.

**Sam Burke, Mayor Pro Tem** - Does he have authority to do that without a statutory change?

**Patricia Adams, Messer, Fort & McDonald** – We researched and he does have the authority during the time of the disaster to suspend.

**Sam Burke, Mayor Pro Tem** - His authority by statute or in the Constitution, allows him to suspend other people’s emergency powers?

**Patricia Adams, Messer, Fort & McDonald** – During a disaster, he has the authority to suspend.

**Sam Burke, Mayor Pro Tem** – So we had disaster authority which we can only use during a disaster, which the governor can take away in a disaster?

**Patricia Adams, Messer, Fort & McDonald** – We cannot adopt anything now that is inconsistent

with what he is doing. The executive order GA-14 says we cannot do anything to the extent that an order restricts essential services by governor's order or allows gatherings prohibited by the governor's order.

**Sam Burke, Mayor Pro Tem** – So it's not that we can do something more restrictive than the governor said, we can do anything inconsistent. And, in fact, the order was intended to prevent some cities from doing things that were more restricted than what he had done?

**Patricia Adams, Messer, Fort & McDonald** – Right, we cannot restrict essential services.

**Mayor Heidemann** - Is there any update with our police and fire of coronavirus exposure? Do we have adequate supplies?

**Bob Hart, City Manager** – No one has the virus. We had some that traveled and quarantined, they are back. Currently we do, we're having trouble getting some of the supplies, the same as everyone else.

**3. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.**

There was no discussion on regular session agenda items.

**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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

**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.

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

**ADJOURN:**

**Mayor Heidemann adjourned the work session at 6:30 p.m.**

**AYES:**

**Meeting adjourned.**

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Kimberly Pence, City Secretary  
City of Corinth, Texas

**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** April 2, 2020 Regular Session Minutes  
**Submitted For:** Bob Hart, City Manager  
**Submitted By:** Lana Wylie, Administrative Assistant  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the April 2, 2020 regular session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the April 2, 2020 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 April 2, 2020 regular session minutes.

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**Attachments**

Minutes

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

On this the 2<sup>nd</sup> day of April 2020 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:**

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

**Members Absent:**

None

**Staff Members Present**

Bob Hart, City Manager  
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director  
Patricia Adams, Messer, Fort & McDonald  
Jason Alexander, Corinth Economic Development Corporation Director  
Helen-Eve Beadle, Planning and Development Director  
Shea Rodgers, Technology Services Communications Manager  
Lana Wylie, Sr. Administrative Assistant

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

**Mayor Heidemann called the meeting to order at 6:50 p.m. City Manager Bob Hart delivered the Invocation, due to the COVID-19, the Pledge of Allegiance and the Texas Pledge did not take place.**

**CONSENT AGENDA**

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

1. Consider and act on the minutes from February 20, 2020 Workshop Session.
2. Consider and act on the minutes from the February 20, 2020 Regular Session.

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

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

**MOTION CARRIED**

**CITIZENS COMMENTS:**

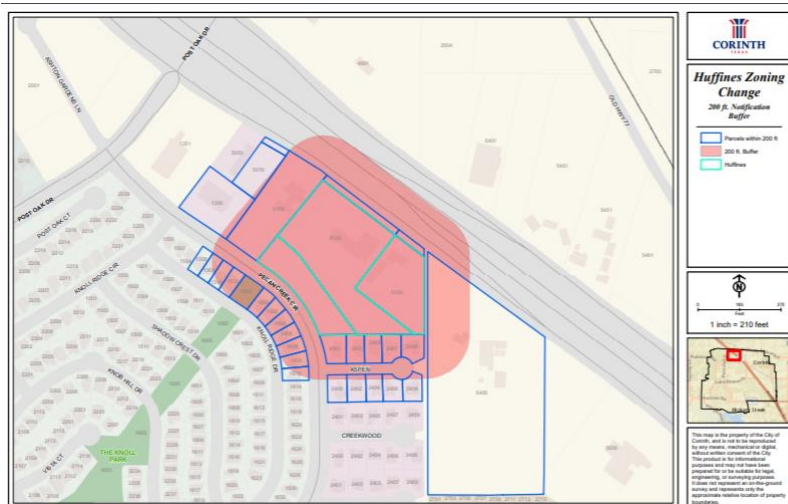
In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 minutes. Comments about any of the Council agenda items are appreciated 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.

**PUBLIC HEARING:**

Mayor Heidemann opened the Public Hearing at 7:18 p.m.

3. Conduct a public hearing, consider testimony, and act upon an ordinance amending the zoning classification from C-2, Commercial to PD, Planned Development with a base district of C-2, Commercial on an approximate 7.12 acre tract of land legally described as Block 1, Lots 6-A1, 6-B1, and 6-C1 of the Pecan Creek Subdivision, and is situated in the William Garrison Survey, Abstract 1545 within the City of Corinth, Denton County, Texas and is more commonly known as 5150 SI-35E, Corinth, TX.( Enterprise PD Zoning)

**Helen-Eve Beadle, Planning and Development Director** – This item is the Enterprise Rental and used care facility on I-35, just south of Post Oak. It is the former Huffine’s dealership.

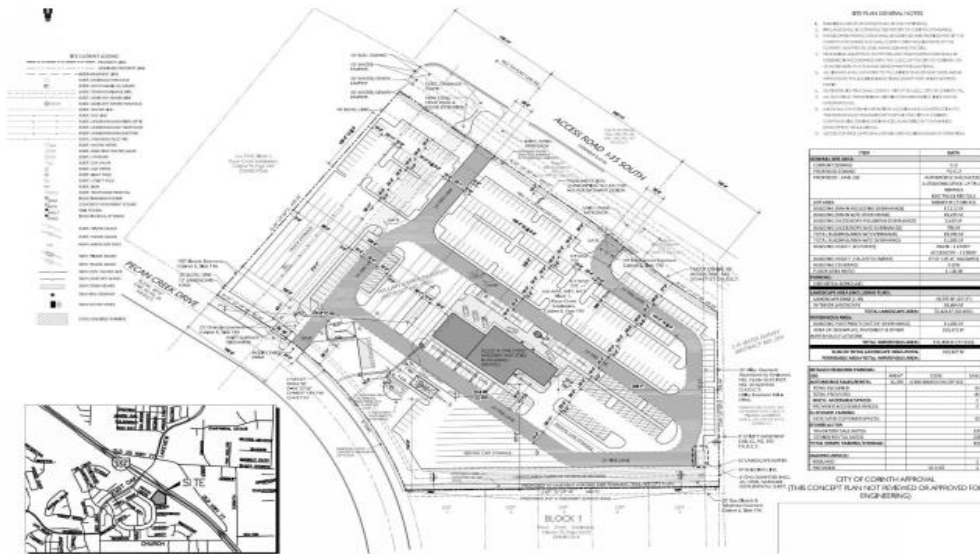


The exhibit in front of you is the public notification which is required by our code if it is within 200'. The notices were sent on January 8, 2020 and again March 17, 2020. We published into the Denton Record Chronicle in January as well as in March. The signs have been posted at the site and at the time of your packet, we had received one letter in support. This afternoon and evening, I have received more, those will be read within the public hearing portion of the item.

The existing zoning on the property is C-2, they are applying for a PD, Planned Development District. The existing Comprehensive Plan identifies the recommended land use for this particular tract, being commercial and it is also important to know that the anticipated draft document of the comprehensive land use plan that we are working on now, also identifies this property as commercial. There will be a based zoning district of C-2, it is to allow for a car, pick-up truck and truck rental facility with associated



used car sales. The way the ordinance has been written; all three uses must occur on the property.



Through the PD, we were able to explain the sensitivity with neighboring residential properties. They worked hard to provide landscaping, berms, as well as screening along Pecan Creek. Another item from the P&Z Commission, as well as the discussion with Council was the 8' masonry screening wall along the southern property boundary. The ordinance also includes the screening wall, along with tree preservation. The proposal is to demolish the existing structure and rebuild. They have gone above on our base code requirements. Our planning consultant and economist for our Comprehensive Plan have both stated the use will bring revenue to the TIRZ, sales tax generating use to the city through the anticipated auto rental tax and provide a balanced development pattern that transitions the freeway expansion to the current residential neighborhoods and to the adjacent site.

Staff recommendation is due to the property's location and visibility, we recommend this item be approved. This property will contribute to the TIRZ. The Planning and Zoning Commission recommended this item unanimously for approval at their meeting in January. Should you motion to approve, staff recommendation is that you approve with the updated tree preservation plan.

**Nettie Zehms, 2401 Aspen Dr., Corinth**

How far do they expect the wall to go? If it goes to the curb, we won't be able to see to get out of our driveway. Why do we need a walking trail there?

**Helen-Eve Beadle, Planning and Development Director** – We will be sure the screening wall does not affect visibility and you will have full clearance to get out of your driveway. The pedestrian plan we have been working on for the city, to connect our parks and other facilities is encouraging of the multi-modal transportation and pedestrian system, we have had a lot of feedback from residents who would like to see it connect.

**Nettie Zehms, 2401 Aspen Dr., Corinth** – I know the people on Aspen don't want a walking trail. We have some that do not even have a back fence. If you have that, you will have people going through their

yards and there's more of a chance of people doing something to vehicles if they have access to the trail.

**Tim Robinson, 7142 Rhoads, Aubrey** – I am the owner 5200 Stemmons, next door. We have had multiple contracts on our property that have been shot down. The feedback I received is that they want high-end retail, they didn't want anymore car dealerships here.

**Helen-Eve Beadle, Planning and Development Director** – I will read those I received. Ms. Zehms at 2401 Aspen wanted to make sure they do not have loudspeakers. Loudspeakers are prohibited in the ordinance. She would like them to preserve her trees as best they can, adjacent to her property, to provide for a natural screen. We also received one from Donald Hester. He stated, he is in bad health and doesn't know how long he will be at 2405 Aspen Dr., Corinth. He does not want this business by his home. To the City Council of Corinth, I urge you to vote no and vote to having them come in, they are bad for our neighborhood. The last one is from Ben and Nita Priddy at 2403 Aspen, Corinth. They advise that they are in support as long as the proposal includes all of the previous remedies of the neighborhood's concerns: the 8' wall masonry requirement, tree conservation, lighting controls and no intercoms. They are in favor of the business in the area. This current property is an eyesore at this point and has become a place of loitering.

**Mayor Heidemann closed the Public Hearing at 7:23 p.m.**

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

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

**MOTION CARRIED**

- 3. Conduct a public hearing to consider testimony and take action on an amendment and possible restatement to the City's Comprehensive Master Plan "City of Corinth 2010 Comprehensive Plan" adopted by Ordinance No. 10-05-06-12 by adopting an ordinance approving a new Comprehensive Master Plan entitled "Envision Corinth, 2040 Comprehensive Plan." (Comprehensive Plan)**

**THE PUBLIC HEARING LISTED ABOVE WILL NOT BE HELD. THE ITEM IS INCLUDED ON THE AGENDA BECAUSE NOTICES WERE POSTED IN THE CITY'S NEWSPAPER OF RECORD, THE DENTON RECORD CHRONICLE. THE PUBLIC HEARING WILL BE RE-NOTICED ONCE SOCIAL GATHERING RESTRICTIONS ARE LIFTED.**

**Bob Hart, City Manager** – Due to the virus and delay with the Planning and Zoning Commission, we are asking this item to be deferred until a future item. We will want to have another public meeting for the P&Z before we bring it forward to the City Council. I wouldn't anticipate it until approximately June, but we will re-notice prior to the meeting, at that time.

**Mayor Heidemann** – You would like to table this item?

**Bob Hart, City Manager** – Yes

**BUSINESS AGENDA:**

5. Consider and act on a Resolution ordering the General election scheduled for May 2, 2020 be postponed until Tuesday, November 3, 2020; making findings related thereto, and providing an effective date.

**MOTION** made by Councilmember Johnson to approve as presented. Seconded by Councilmember Henderson.

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

**MOTION CARRIED**

6. Consider and act on an Ordinance ordering a Joint Special Election scheduled for May 2, 2020 be postponed until Tuesday, November 3, 2020.

**MOTION** made by Councilmember Garber to approve as presented. Seconded by Councilmember Pickens.

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

**MOTION CARRIED**

7. Consider and act on an Ordinance of the City Council of the City of Corinth, Texas and the Temporary Board of Directors of the Proposed City of Corinth Fire Control, Prevention and Emergency Medical Services District postponing the Joint Special Election until Tuesday, November 3, 2020.

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

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

**MOTION CARRIED**

8. Consider and take appropriate action on an Ordinance declaring a local state of disaster for public health emergency for the City of Corinth; providing Orders related thereto; providing a penalty; and providing an effective date.

**Bob Hart, City Manager** – This is an ordinance related to a local declaration of emergency, the mayor has issued that declaration and it requires action or approval within seven days. The ordinance is in your packet and the city attorney is available for any questions related to this ordinance.

**Councilmember Burke** – Is there any question whether this ordinance oversteps the authority we have currently?

**Patricia Adams, Messer, Fort & McDonald** – This ordinance is consistent with the governor’s order. Based on the order that is currently in place, the states order, the mayor and the city manager have decided City Hall should be closed for limited purposes, allowed to be open for limited purposes and various staff members working remotely; that has been taken care of.

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

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

**MOTION CARRIED**

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

**Bob Hart, City Manager** – I would like to thank everyone for their patience, I thought this went well.

**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

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

**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 Regular meeting at 7:27 p.m.**

**AYES:** All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Kimberly Pence, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 5.**

**City Council Regular and Workshop Session**

<b>Meeting Date:</b>	05/07/2020	
<b>Title:</b>	Riverview Drive Repaving Project	
<b>Submitted For:</b>	Cody Collier, Director	<b>Submitted By:</b> Cody Collier, Director
<b>Finance Review:</b>	N/A	<b>Legal Review:</b> N/A
<b>City Manager Review:</b>	<b>Approval:</b> Bob Hart, City Manager	
<b>Strategic Goals:</b>	Infrastructure Development	

**AGENDA ITEM**

Award of bid for the Riverview Drive repaving project from South Garrison Drive to the I-35 Frontage Road with Advanced Paving Company in an amount not to exceed \$97,845.43.

**AGENDA ITEM SUMMARY/BACKGROUND**

Riverview Drive is a two lane asphalt road with no curb or gutter. It is the original pavement which was constructed over 30 years ago. The road has degraded into state of disrepair and must be completely reconstructed with new subgrade and asphalt. The repaving project will include full depth milling of six inches, compaction, 4 inches of (type B) base grade asphalt, and 2 inches of (type A) pavement surface asphalt. The finished product will provide a road with an expected life of over 20 years before additional resurfacing may be required. Request for bids was publicly advertised on March 10, 2020 and sealed bids were opened on March 31, 2020. there were a total of eleven bid submittals ranging from \$97,845.43 - \$169,452.69 with Advanced Paving Company being the low bidder.

**RECOMMENDATION**

Staff recommends approval to enter into contract with Advanced Paving Company for the repaving of Riverview Drive.

**Attachments**

- Riverview Drive Bid Tabulation
- 1295 Form Advanced Paving
- Riverview Drive Advanced Paving Contract

RIVERVIEW DRIVE RECONSTRUCTION

3/31/2020

				VENDOR		VENDOR		VENDOR		VENDOR	
				308 Construction		Advanced Paving Company		Anderson Asphalt & Concrete Paving LLC		DFW Paving LLC	
				Argyle, TX		Dallas, TX		Dallas, TX		Fort Worth, TX	
No.	Description	Est. Qty.	UO M	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (5% maximum)	LS	LS	\$5,100.00	\$5,100.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,250.00	\$3,250.00
2	Base prep	1892.3	Sq. Yd.	\$6.48	\$12,262.10	\$4.00	\$7,569.20	\$3.30	\$6,244.59	\$1.35	\$2,554.61
3	Install Type B	1892.3	Sq. Yd.	\$19.44	\$36,786.31	\$21.00	\$39,738.30	\$25.00	\$47,307.50	\$22.75	\$43,049.83
4	Install Type D	1892.3	Sq. Yd.	\$11.00	\$20,815.30	\$12.30	\$23,275.29	\$13.50	\$25,546.05	\$11.40	\$21,572.22
5	Road Striping	LS	LS	\$1,620.00	\$1,620.00	\$1,000.00	\$1,000.00	\$2,350.00	\$2,350.00	\$750.00	\$750.00
6	10% Contingency	LS	LS	\$10,757.59	\$10,757.59	\$8,895.00	\$8,895.00	\$10,095.00	\$10,095.00	\$9,201.20	\$9,201.20
7	Traffic Control & Signage	LS	LS	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$2,400.00	\$2,400.00	\$1,250.00	\$1,250.00
8	Demolition, removal, and haul-off of all removed asphalt to dump site NOT provided by Corinth	1892.3	Sq. Yd.	\$14.00	\$26,492.20	\$6.80	\$12,867.64	\$6.40	\$12,110.72	\$10.35	\$19,585.31
	TOTAL BID				\$118,333.51		\$97,845.43		\$111,053.86		\$101,213.16
	Estimated Completion Time after Receipt of Notice to Proceed _ Days				45		10		14		No Response
	Signed proposal				Yes		Yes		Yes		Yes
	Bid Bond				Yes		Yes		Yes		Yes

\*\*In case of calculation error, unit pricing shall prevail.

This sheet contains preliminary, unaudited proposal information.  
Proposals are in the evaluation process.

RIVERVIEW DRIVE RECONSTRUCTION

3/31/2020

				VENDOR		VENDOR		VENDOR		VENDOR	
				Elite Asphalt LLC		Green Mound LLC		GRod Construction LLC		HD Cooks Rock Solid Inc dba Rock Solid Inc	
				Fort Worth, TX		Fort Worth, TX		Boyd, TX		Argyle, TX	
No.	Description	Est. Qty.	UO M	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (5% maximum)	LS	LS	\$7,723.12	\$7,723.12	\$4,624.00	\$4,624.00	\$6,500.00	\$6,500.00	\$4,730.59	\$4,730.59
2	Base prep	1892.3	Sq. Yd.	\$5.67	\$10,729.34	\$24.00	\$45,415.20	\$7.00	\$13,246.10	\$5.45	\$10,313.04
3	Install Type B	1892.3	Sq. Yd.	\$31.24	\$59,115.45	\$24.00	\$45,415.20	\$23.00	\$43,522.90	\$27.89	\$52,776.25
4	Install Type D	1892.3	Sq. Yd.	\$15.70	\$29,709.11	\$15.00	\$28,384.50	\$14.00	\$26,492.20	\$14.31	\$27,078.81
5	Road Striping	LS	LS	\$3,675.00	\$3,675.00	\$6,786.00	\$6,786.00	\$3,160.00	\$3,160.00	\$1,764.71	\$1,764.71
6	10% Contingency	LS	LS	\$14,677.41	\$14,677.41	\$15,404.79	\$15,404.79	\$12,000.63	\$12,000.63	\$12,204.40	\$12,204.40
7	Traffic Control & Signage	LS	LS	\$14,700.00	\$14,700.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$1,764.71	\$1,764.71
8	Demolition, removal, and haul-off of all removed asphalt to dump site NOT provided by Corinth	1892.3	Sq. Yd.	\$11.82	\$22,366.99	\$10.00	\$18,923.00	\$13.50	\$25,546.05	\$12.48	\$23,615.90
	TOTAL BID				\$162,696.42		\$169,452.69		\$132,967.88		\$134,248.41
	Estimated Completion Time after Receipt of Notice to Proceed _ Days				14		30		14		14
	Signed proposal				Yes		Yes		Yes		Yes
	Bid Bond				Yes		Yes		Yes		Yes

\*\*In case of calculation error, unit pricing shall prevail.

This sheet contains preliminary, unaudited proposal info  
Proposals are in the evaluation process.



RIVERVIEW DRIVE RECONSTRUCTION

3/31/2020

				VENDOR		VENDOR		VENDOR	
				Pavecon Public Works LP		Reliable Paving Inc		Reyes Group LTD	
				Grand Prairie, TX		Arlington, TX		Grand Prairie, TX	
No.	Description	Est. Qty.	UO M	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (5% maximum)	LS	LS	\$6,000.00	\$6,000.00	\$4,225.00	\$4,225.00	\$5,000.00	\$5,000.00
2	Base prep	1892.3	Sq. Yd.	\$6.33	\$11,978.26	\$3.65	\$6,906.90	\$3.50	\$6,623.05
3	Install Type B	1892.3	Sq. Yd.	\$24.60	\$46,550.58	\$22.32	\$42,236.14	\$30.50	\$57,715.15
4	Install Type D	1892.3	Sq. Yd.	\$13.75	\$26,019.13	\$13.08	\$24,751.28	\$16.00	\$30,276.80
5	Road Striping	LS	LS	\$3,115.00	\$3,115.00	\$1,170.00	\$1,170.00	\$742.50	\$742.50
6	10% Contingency	LS	LS	\$10,920.30	\$10,920.30	\$9,401.25	\$9,401.25	\$12,252.33	\$12,252.33
7	Traffic Control & Signage	LS	LS	\$2,100.00	\$2,100.00	\$2,593.50	\$2,593.50	\$1,350.50	\$1,350.50
8	Demolition, removal, and haul-off of all removed asphalt to dump site NOT provided by Corinth	1892.3	Sq. Yd.	\$7.10	\$13,435.33	\$6.41	\$12,129.64	\$11.00	\$20,815.30
	TOTAL BID				\$120,118.59		\$103,413.71		\$134,775.63
	Estimated Completion Time after Receipt of Notice to Proceed _ Days				15		14		30
	Signed proposal				Yes		Yes		Yes
	Bid Bond				Yes		Yes		Yes
**In case of calculation error, unit pricing shall prevail.									
This sheet contains preliminary, unaudited proposal info Proposals are in the evaluation process.									

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Advanced Paving Company  
Dallas, TX United States

**Certificate Number:**  
2020-602634

**Date Filed:**  
03/27/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Corinth

**Date Acknowledged:**  
04/27/2020

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Riverside Drive Reconstruction  
Paving

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Advanced Paving Company  
 Dallas, TX United States

Certificate Number:  
 2020-602634

Date Filed:  
 03/27/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Corinth

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 Riverside Drive Reconstruction  
 Paving

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is SAM L. GARRETT, and my date of birth is 5/24/49.

My address is 606 FOUNTAIN DR. (street), IRVING (city), TX (state), 75039 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 27<sup>TH</sup> day of MARCH, 20 20.  
 (month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE**

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project (Resold to the Owner as defined in Tax Code)	\$ _____
All other charges and costs	\$ _____
Total *	\$ _____

\* The total must equal the total amount of the Contract.

CONTRACTOR:

\_\_\_\_\_  
Company (please print)

By: \_\_\_\_\_  
(signature of authorized person)

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City      State      Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

**THIS FORM SHALL BE EXECUTED AT TIME OF EXECUTION OF CONTRACT AND MADE A PART OF THE CONTRACT.**

**CONTRACT AGREEMENT AND BONDS**

STATE OF TEXAS       §  
  §

COUNTY OF \_\_\_\_\_§

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, by and between CITY OF CORINTH of the County of DENTON and State of Texas, acting through Corinth City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and \_\_\_\_\_, a \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Bid #1131 – Removal and repaving of approximately 1,892.3 sq.yd of asphalt. Existing road is to be milled, compacted, repaved with 4” of type B, and 2” of type D. Driveway access must be maintained for homes on Riverview, and work zones must comply with TMUTCD standards. Work must be completed within 14 calendar days, excluding weekends and holidays, from the date of notice to proceed.

All extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, the Supplementary Conditions, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, the Performance and Payment Bonds, and Maintenance Bond all attached hereto.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General and Supplementary Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Supplementary Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

\_\_\_\_\_  
CONTRACTOR

**CITY OF CORINTH, TEXAS**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: **BOB HART**

Title: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: 3300 Corinth Parkway  
Corinth, Texas 76208

Phone: \_\_\_\_\_

Phone: (940) 498 - 3200

Fax: \_\_\_\_\_

Fax: (940) 498 - 7578

ATTEST:

\_\_\_\_\_  
KIM PENCE  
City Secretary

**PERFORMANCE BOND**

STATE OF TEXAS            )  
  )  
COUNTY OF DENTON        )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_ hereinafter called Principal, and

\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **CITY OF CORINTH**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Corinth, the Beneficiary, dated on or about the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**BID #1131  
RIVERVIEW DRIVE RECONSTRUCTION**

in the City of Corinth, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
City                                      State                                      Zip

\_\_\_\_\_  
Phone                                      Fax

\_\_\_\_\_  
Phone                                      Fax

*[Signatures continued on following page.]*



ATTEST:

SURETY:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Phone Fax

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

**NOTE:** Date must not be prior to date of Contract. If Resident Agent is not a corporation, give a person's name.

**PAYMENT BOND**

STATE OF TEXAS            )  
  )  
COUNTY OF DENTON        )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is

\_\_\_\_\_,  
hereinafter called Principal,  
and \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of \_\_\_\_\_, and  
fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto  
the **CITY OF CORINTH**, a home-rule municipal corporation organized and existing under the laws  
of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who  
may furnish materials for, or perform labor upon the building or improvements hereinafter referred  
to in the penal sum of \_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_) (one hundred percent (100%) of the total bid price) in lawful money of the  
United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to  
be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and  
severally, firmly by these presents. The penal sum of this Bond shall automatically be increased  
by the amount of any Change Order or Supplemental Agreement, which increases the Contract  
price, but in no event shall a Change Order or Supplemental Agreement, which reduces the  
Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into  
a certain Contract with the City of Corinth, the Owner, dated on or about the \_\_\_\_\_ day of  
\_\_\_\_\_, A.D. 20\_\_\_\_, a copy of which is attached hereto and made a part  
hereof, to furnish all materials, equipment, labor, supervision, and other accessories  
necessary for the construction of:

**BID #1131  
RIVERVIEW DRIVE RECONSTRUCTION**

**NOW THEREFORE**, if the Principal shall well, truly and faithfully perform its duties and  
make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying  
labor and/or material in the prosecution of the Work provided for in the above-referenced Contract  
and any and all duly authorized modifications of said Contract that may hereafter be made, notice  
of which modification to the Surety is hereby expressly waived, then this obligation shall be void;  
otherwise it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive venue  
shall lie in Denton County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and  
agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to  
the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the  
same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any  
such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to  
be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government  
Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

**IN WITNESS WHEREOF**, this instrument is executed in three copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Phone Fax

*[Signatures continued on following page.]*

**ATTEST:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**SURETY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

**NOTE:** Date must not be prior to date of Contract. If Resident Agent is not a corporation, give a person's name.

**MAINTENANCE BOND**

STATE OF TEXAS            )  
  )  
COUNTY OF DENTON        )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_  
whose address is \_\_\_\_\_, hereinafter referred  
to as "Principal," and \_\_\_\_\_, a corporate surety/sureties  
organized under the laws of the State of \_\_\_\_\_ and fully licensed to transact business in  
the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held  
and firmly bound unto the **CITY OF CORINTH**, a Texas municipal corporation, hereinafter referred  
to as "Owner," in the penal sum of \_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_) (one hundred percent (100%) of the total bid price), in lawful money of the  
United States to be paid to Owner, its successors and assigns, for the payment of which sum well  
and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and  
successors and assigns, jointly and severally; and firmly by these presents, the condition of this  
obligation is such that:

**WHEREAS**, Principal entered into a certain written Contract with the City of Corinth, dated  
on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to furnish all permits,  
licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other  
accessories necessary for the construction of:

**BID #1131  
RIVERVIEW DRIVE RECONSTRUCTION**

in the City of Corinth, Texas, as more particularly described and designated in the above-  
referenced contract, such contract being incorporated herein and made a part hereof as fully and  
to the same extent as if written herein word for word:

**WHEREAS**, in said Contract, the Principal binds itself to use first class materials and  
workmanship and of such kind and quality that for a period of two (2) years from the completion  
and final acceptance of the improvements by Owner the said improvements shall require no  
repairs, the necessity for which shall be occasioned by defects in workmanship or materials and  
during the period of two (2) years following the date of final acceptance of the Work by Owner,  
Principal binds itself to repair or reconstruct said improvements in whole or in part at any time  
within said period of time from the date of such notice as the City Manager or his designee shall  
determine to be necessary for the preservation of the public health, safety or welfare. If Principal  
does not repair or reconstruct the improvements within the time period designated, Owner shall be  
entitled to have said repairs made and charge Principal and/or Surety the cost of same under the  
terms of this Maintenance Bond.

**NOW, THEREFORE**, if Principal will maintain and keep in good repair the Work herein  
contracted to be done and performed for a period of two (2) years from the date of final acceptance  
and do and perform all necessary work and repair any defective condition (it being understood that  
the purpose of this section is to cover all defective conditions arising by reason of defective  
materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall  
remain in full force and effect and Owner shall have and recover from Principal and its Surety  
damages in the premises as provided in the Plans and Specifications and Contract.

**PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.**

**PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Denton County, Texas.**

**AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.**

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Denton County to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Phone Fax

*[Signatures continued on following page.]*

**ATTEST:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**SURETY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**NOTE:** Date must not be prior to date of Contract.

**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** Shady Shores Road Repairs  
**Submitted By:** Cody Collier, Director  
**Finance Review:** N/A  
**City Manager Review:**  
**Strategic Goals:** Infrastructure Development  
Regional Cooperation

**Legal Review:** N/A

**AGENDA ITEM**

Award of bid for the Shady Shores Road repair project with Reynolds Asphalt and Construction in an amount not to exceed \$252,842.50.

**AGENDA ITEM SUMMARY/BACKGROUND**

Shady Shores Road is a two lane asphalt road with no curb or gutter. Shady Shores was paved 25 years ago as a chipseal paving project with the County. Several areas of the road have failed subgrades which have caused rutting, shoving, and deflections in the asphalt pavement decreasing the rideability and safety of the road.

The Town of Shady Shores requested a partnership with Corinth in securing a repaving contract to make all necessary repairs. We agreed to work together to secure a contract and make all repairs to the road at the same time while school was out. The timing is important as Shady Shores Road is a major roadway for the Betty Myers Middle School located in the Town of Shady Shores. The project must be completed before school resumes to minimize impact to traffic. The repairs will be performed while maintaining two way traffic during the project. The repairs will consist of replacing six inches of base material, 4 inches of base grade (type B asphalt), and 2 inches of surface grade (type A asphalt). The pavement will be re-stripped with fresh pavement markings when completed.

Request for bids were publicly advertised on April 1, 2020 and sealed bids were opened on April 21, 2020. There were a total of five bid submittals ranging from \$252,842.50 - \$616,539.00 with Reynolds Asphalt and Construction being actual the lowest bidder. LC Paving submitted the lowest bid but failed to follow bid instructions and did not submit a full 10% contingency in their line item. This resulted in their bid amount being lowest, but not the actual lowest bidder. Reynolds Asphalt is the actual lowest bidder for this project and the Town of Shady Shores wishes to utilize our contract to perform the same work in their city limits as well.

**RECOMMENDATION**

Staff recommends approval to enter into contract with Reynolds Asphalt and Construction for the repaving of Shady Shores Road.

**Attachments**

- 1295 Form Reynolds Asphalt
- Reynolds Asphalt Shady Shores Road Contract
- Shady Shores Road Bid Tabulation



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2020-608375

Date Filed:  
04/16/2020

Date Acknowledged:  
04/27/2020

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Reynolds Asphalt & Construction  
North Richland Hills, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Corinth

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
Bid #1132  
Shady Shores Road Asphalt Street Repairs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2020-608375

Date Filed:  
 04/16/2020

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Reynolds Asphalt & Construction  
 North Richland Hills, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Corinth

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Bid #1132  
 Shady Shores Road Asphalt Street Repairs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Ned Tankersley, and my date of birth is 8/15/54.

My address is 8713 Airport Frwy # 100, North Richland Hills, TX, 76180, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 21<sup>st</sup> day of April, 2020.  
(month) (year)

Ned Tankersley  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE**

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project (Resold to the Owner as defined in Tax Code)	\$ _____
All other charges and costs	\$ _____
Total *	\$ _____

\* The total must equal the total amount of the Contract.

CONTRACTOR:

\_\_\_\_\_  
Company (please print)

By: \_\_\_\_\_  
(signature of authorized person)

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City      State      Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

**THIS FORM SHALL BE EXECUTED AT TIME OF EXECUTION OF CONTRACT AND MADE A PART OF THE CONTRACT.**

**bin**

**CONTRACT AGREEMENT AND BONDS**

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, by and between CITY OF CORINTH of the County of DENTON and State of Texas, acting through Corinth City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and \_\_\_\_\_, a \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Bid #1132 – Removal and repaving of approximately 3,395 square yards of asphalt in Corinth. All repaving will require subgrade backfill, proper compaction and paved with Type B and Type D asphalt. Two-way traffic must be maintained, and work zones must comply with TMUTCD standards. **Work must be completed within 21 consecutive calendar days from the date of notice to proceed.**

All extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, the Performance and Payment Bonds, and Maintenance Bond all attached hereto.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding

upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

\_\_\_\_\_  
CONTRACTOR

**CITY OF CORINTH, TEXAS**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: **BOB HART**

Title: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: 3300 Corinth Parkway  
Corinth, Texas 76208

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Phone: (940) 498 - 3200  
Fax: (940) 498 - 7578

ATTEST:

\_\_\_\_\_  
KIM PENCE  
City Secretary

**PERFORMANCE BOND**

STATE OF TEXAS            )  
  )  
COUNTY OF DENTON        )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called Principal, and

\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **CITY OF CORINTH**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Corinth, the Beneficiary, dated on or about the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**BID #1132  
SHADY SHORES ROAD ASPHALT STREET REPAIRS**

in the City of Corinth, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Phone Fax

*[Signatures continued on following page.]*

**ATTEST:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**SURETY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

**NOTE:** Date must not be prior to date of Contract. If Resident Agent is not a corporation, give a person's name.



**PAYMENT BOND**

STATE OF TEXAS            )  
  )  
COUNTY OF DENTON        )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ whose address is

\_\_\_\_\_,  
hereinafter called Principal,  
and \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of \_\_\_\_\_, and  
fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto  
the **CITY OF CORINTH**, a home-rule municipal corporation organized and existing under the laws  
of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who  
may furnish materials for, or perform labor upon the building or improvements hereinafter referred  
to in the penal sum of \_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_) (one hundred percent (100%) of the total bid price) in lawful money of the  
United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to  
be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and  
severally, firmly by these presents. The penal sum of this Bond shall automatically be increased  
by the amount of any Change Order or Supplemental Agreement, which increases the Contract  
price, but in no event shall a Change Order or Supplemental Agreement, which reduces the  
Contract price, decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into  
a certain Contract with the City of Corinth, the Owner, dated on or about the \_\_\_\_\_ day of  
\_\_\_\_\_, A.D. 20\_\_\_\_, a copy of which is attached hereto and made a part  
hereof, to furnish all materials, equipment, labor, supervision, and other accessories  
necessary for the construction of:

**BID #1132  
SHADY SHORES ROAD ASPHALT STREET REPAIRS**

**NOW THEREFORE**, if the Principal shall well, truly and faithfully perform its duties and  
make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying  
labor and/or material in the prosecution of the Work provided for in the above-referenced Contract  
and any and all duly authorized modifications of said Contract that may hereafter be made, notice  
of which modification to the Surety is hereby expressly waived, then this obligation shall be void;  
otherwise it shall remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action were filed on this Bond, exclusive venue  
shall lie in Denton County, Texas.

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and  
agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to  
the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the  
same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any  
such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to  
be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government  
Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

**IN WITNESS WHEREOF**, this instrument is executed in three copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Phone Fax

*[Signatures continued on following page.]*

**ATTEST:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone    Fax

**SURETY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                                      State                                      Zip

\_\_\_\_\_  
Phone    Fax

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

**NOTE:** Date must not be prior to date of Contract. If Resident Agent is not a corporation, give a person's name.

**MAINTENANCE BOND**

STATE OF TEXAS            )  
  )  
COUNTY OF DENTON        )

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_  
whose address is \_\_\_\_\_, hereinafter referred  
to as "Principal," and \_\_\_\_\_, a corporate surety/sureties  
organized under the laws of the State of \_\_\_\_\_ and fully licensed to transact business in  
the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held  
and firmly bound unto the **CITY OF CORINTH**, a Texas municipal corporation, hereinafter referred  
to as "Owner," in the penal sum of \_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_) (one hundred percent (100%) of the total bid price), in lawful money of the  
United States to be paid to Owner, its successors and assigns, for the payment of which sum well  
and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and  
successors and assigns, jointly and severally; and firmly by these presents, the condition of this  
obligation is such that:

**WHEREAS**, Principal entered into a certain written Contract with the City of Corinth, dated  
on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to furnish all permits,  
licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other  
accessories necessary for the construction of:

**BID #1132  
SHADY SHORES ROAD ASPHALT STREET REPAIRS**

in the City of Corinth, Texas, as more particularly described and designated in the above-  
referenced contract, such contract being incorporated herein and made a part hereof as fully and  
to the same extent as if written herein word for word:

**WHEREAS**, in said Contract, the Principal binds itself to use first class materials and  
workmanship and of such kind and quality that for a period of two (2) years from the completion  
and final acceptance of the improvements by Owner the said improvements shall require no  
repairs, the necessity for which shall be occasioned by defects in workmanship or materials and  
during the period of two (2) years following the date of final acceptance of the Work by Owner,  
Principal binds itself to repair or reconstruct said improvements in whole or in part at any time  
within said period of time from the date of such notice as the City Manager or his designee shall  
determine to be necessary for the preservation of the public health, safety or welfare. If Principal  
does not repair or reconstruct the improvements within the time period designated, Owner shall be  
entitled to have said repairs made and charge Principal and/or Surety the cost of same under the  
terms of this Maintenance Bond.

**NOW, THEREFORE**, if Principal will maintain and keep in good repair the Work herein  
contracted to be done and performed for a period of two (2) years from the date of final acceptance  
and do and perform all necessary work and repair any defective condition (it being understood that  
the purpose of this section is to cover all defective conditions arising by reason of defective  
materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall  
remain in full force and effect and Owner shall have and recover from Principal and its Surety  
damages in the premises as provided in the Plans and Specifications and Contract.

**PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.**

**PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Denton County, Texas.**

**AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.**

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Denton County to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

**PRINCIPAL:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Phone Fax

*[Signatures continued on following page.]*

**ATTEST:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**SURETY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**NOTE:** Date must not be prior to date of Contract.

SHADY SHORES ROAD ASPHALT STREET REPAIRS

4/21/2020

				VENDOR		VENDOR		VENDOR		VENDOR		VENDOR	
				LC Paving & Construction LLC		Reynolds Asphalt and Construction		Anderson Asphalt & Concrete Paving LLC		Reytech Services		Pavecon Public Works LP	
				Coolidge, TX		Euless, TX		Dallas, TX		Grand Prairie, TX		Grand Prairie, TX	
No.	Description	Est. Qty.	UOM	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (5% maximum)	LS	LS	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$15,208.75	\$15,208.75	\$16,300.00	\$16,300.00
2	Demolition, removal, and haul-off of all removed asphalt to dump site NOT provided by Corinth	3395	Sq. Yd.	\$10.00	\$33,950.00	\$15.00	\$50,925.00	\$14.75	\$50,076.25	\$23.03	\$78,186.85	\$53.00	\$179,935.00
3	Base Prep	3395	Sq. Yd.	\$20.00	\$67,900.00	\$2.50	\$8,487.50	\$11.85	\$40,230.75	\$14.61	\$49,600.95	\$50.00	\$169,750.00
4	Install 4" of ype B	3395	Sq. Yd.	\$27.00	\$91,665.00	\$23.50	\$79,782.50	\$25.30	\$85,893.50	\$30.78	\$104,498.10	\$34.00	\$115,430.00
5	Install 2" of Type D	3395	Sq. Yd.	\$14.50	\$49,227.50	\$14.60	\$49,567.00	\$14.85	\$50,415.75	\$15.39	\$52,249.05	\$15.00	\$50,925.00
6	Road Striping	LS	LS	\$850.00	\$850.00	\$21,000.00	\$21,000.00	\$23,000.00	\$23,000.00	\$6,182.69	\$6,182.69	\$23,650.00	\$23,650.00
7	Traffic Control & Signage	LS	LS	\$3,750.00	\$3,750.00	\$15,000.00	\$15,000.00	\$4,200.00	\$4,200.00	\$14,084.63	\$14,084.63	\$4,500.00	\$4,500.00
8	10% Contingency	LS	LS	\$3,000.00	\$3,000.00	\$23,476.20	\$23,476.20	\$26,800.00	\$26,800.00	\$32,001.10	\$32,001.10	\$56,049.00	\$56,049.00
	TOTAL BID				\$252,842.50		\$258,238.20		\$287,616.25		\$352,012.12		\$616,539.00
	<b>TOTAL BID</b>				<b>\$252,842.50</b>		<b>\$258,238.20</b>		<b>\$287,616.25</b>		<b>\$352,012.12</b>		<b>\$616,539.00</b>
	Estimated Completion Time after Receipt of Notice to Proceed _ Days				21		21		21		60		30
	Signed proposal				Yes		Yes		Yes		Yes		Yes
	Bid Bond				Yes		Yes		Yes		Yes		Yes
	Addendum #1				Yes		Yes		Yes		Yes		Yes
	Cooperative Purchasing				Yes		No		Yes		Yes		No

\*\*In case of calculation error, unit pricing shall prevail.

This sheet contains preliminary, unaudited proposal information.  
Proposals are in the evaluation process.

**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** Agreement Concerning the Acquisition, Conveyance and Sale of Real Property  
**Submitted For:** Jason Alexander, Director **Submitted By:** Jason Alexander, Director  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Infrastructure Development  
Economic Development  
Citizen Engagement & Proactive  
Government

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**AGENDA ITEM**

Consider and act on an agreement for the transfer of certain real property known as the TxDOT Surplus Property within the rights-of-way of the intersection of IH-35 E and Corinth Parkway within the City of Corinth from the City to the Corinth Economic Development Corporation and for the Economic Development Corporation's reimbursement of the purchase price and related costs of acquiring the Surplus Property from TxDOT to City.

**AGENDA ITEM SUMMARY/BACKGROUND**

Currently, the Texas Department of Transportation ("**TxDOT**") owns surplus right-of-way in proximity to the Interstate Highway 35E and Corinth Parkway Interchange. The City of Corinth (the "**City**") and the Corinth Economic Development Corporation (the "**CEDC**") are working to acquire this surplus right-of-way from TxDOT, as the acquisition of this property is critical to the development and redevelopment of the surrounding properties that will function as a gateway into the community's emerging downtown district. Accordingly, this Agreement is intended to record the actions that will be taken by the City and the CEDC in support of this investment and the future acquisition, conveyance and sell of the surplus right-of-way:

1. The City will convey the surplus right-of-way acquired from TxDOT to the CEDC in accordance with State law.
2. The CEDC will then sell the surplus right-of-way acquired from TxDOT to developers or others interested in advancing the community's vision for development and redevelopment in this area as an economic development incentive.
3. The CEDC will return all proceeds from the sale of all such surplus right-of-way to the City.

**RECOMMENDATION**

Staff recommends that the City Council approve the Agreement as presented.

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**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** Noise Standard Amendment Ordinance  
**Submitted For:** Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager  
**Finance Review:** N/A **Legal Review:** Yes  
**City Manager Review:** **Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act upon an Ordinance repealing Section 94.35, “Definitions”, of Chapter 94, “Nuisances”, of Title IX, “General Regulations”, of the City’s Code of Ordinances and amending and readopting Section 94.36, “Noise Nuisances”, of Chapter 94 of Title IX of the City’s Code of Ordinances, in its entirety.

**AGENDA ITEM SUMMARY/BACKGROUND**

At the City Council meeting on January 23, 2020 the City Council directed staff to propose amendments to the City's noise nuisance standards to make them enforceable. The City's current noise nuisance standards are very broad and open to interpretation by language which states that noise nuisances are those that "disturb persons with ordinary sensibilities." As currently written, the regulations make it difficult for City staff to enforce outside of kindly asking residents or business to keep the noise down.

In preparing the proposed changes, Staff compared the noise regulations from the Cities of Allen, Frisco, Lewisville, Denton, Flower Mound, and McKinney. Based on these comparisons Staff presented its preliminary findings to the City Council in a Workshop on April 2, 2020. During that presentation the City Council recommended Staff move forward with the proposed regulations and had the following questions/suggestions:

**1. What impact does wind have on the digital sound level meter reading?**

In speaking with suppliers, low to moderate wind speeds do not have an impact on the device. The microphone specifications are designed to reduce this type of noise being received. Additionally, the foam covering provides added protection from wind noise as the covering dissipates the incoming wind before it reaches the microphone. However, during high wind conditions, the strong winds may interfere with the accuracy of the device. The suppliers have advised us to not use the meters during these types of conditions.

**2. What type of training is needed to utilize the digital sound level meter?**

Outside of reading and understanding the manual for the device, Staff has not identified any formal training or certification to operate the meter. The functionality of the unit is controlled by proper and regular calibration and operating the meter according to the manual directions provides accurate results. The City will purchase the required calibration equipment for the meters. The City's Code Compliance Officer has over three years of experience in operating a noise meter without any challenges from presumed noise violators. Additionally, our Code Compliance Officer is willing to hold training sessions to any staff or police officers that may need to utilize the meter. It is the City's position that we will promote compliance through education and courtesy notifications to residents and business owners of the noise standards in lieu of issuing citations.

**3. The suggestion was made to consider an ending time for outdoor concerts/musical events and that it coincide with the ending of alcohol sales in restaurants. Additionally, City Council directed an earlier ending time for such events on Sundays through Thursdays.**

A limitation on outdoor musical/concert or events has been added to the proposed ordinance requiring that the concert/musical event ends at 11:59 pm on Fridays and Saturdays. This time coincides with the City's hours on alcohol sales in restaurants. Such noise from outdoor concert/musical or events will end at 9:00 pm on Sunday

through Thursday.

**Supporting Documents:**

- Noise standard comparisons
- Proposed ordinance

**RECOMMENDATION**

Staff recommends approval as presented.

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**Attachments**

Noise Standards Comparison

Noise Ordinance

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## Noise Standards Comparison

	<b>Corinth Proposed</b>		<b>McKinney</b>		<b>Allen</b>	
<b>Land Use</b>	<b>Time Restrict.</b>	<b>Restrict. Decibel</b>	<b>Time Restrict.</b>	<b>Restrict. Decibel</b>	<b>Time Restrict.</b>	<b>Restrict. Decibel</b>
<b>Residential</b>	Day: 7 am to 9 pm Night: 9 pm to 7 am	65 dB 58 dB	Day: 7am to 10 pm Night: 10 pm to 7 am	65 dB 58 dB	Day: 7 am to 8 pm Night: 8 pm to 7 am	65 dB 58 dB
<b>Non-Residential</b>	Day: 7 am to 9 pm Night: 9 pm to 7 am	70 dB 60 dB	Day: 7am to 10 pm Night: 10 pm to 7 am	70 dB 60 dB	Day: 7 am to 8 pm Night: 8 pm to 7 am	65 dB 58 dB

	<b>Denton</b>		<b>Lewisville</b>		<b>Flower Mound</b>	
<b>Land Use</b>	<b>Time Restrict.</b>	<b>Restrict. Decibel</b>	<b>Time Restrict.</b>	<b>Restrict. Decibel</b>	<b>Time Restrict.</b>	<b>Restrict. Decibel</b>
<b>Residential</b>	Day: 7 am to 10 pm Night: 10 pm to 7 am Multi-Family Night: 10pm to 7 am	65 dB 65 dB 50 dB	Day: 7 am to 10 pm Night: 10pm to 7 am	65 dB 65 dB	Night: 10 pm to 7 am	52 dB
<b>Non-Residential</b>	Day: 7 am to 10 pm Night: 10pm to 7 am	65 dB 65 dB	Day: 7 am to 10 pm Night: 10pm to 7 am	65 dB 65 dB	Office, Retail Night: 10 pm to 7 am Commercial Daytime: 7 am to 10 pm	62 dB 67 dB

**ORDINANCE NO. 20-05-07-\_\_**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS REPEALING SECTION 94.35, “DEFINITIONS”, OF CHAPTER 94, “NUISANCES”, OF TITLE IX, “GENERAL REGULATIONS”, OF THE CITY’S CODE OF ORDINANCES AND AMENDING AND READOPTING SECTION 94.36, “NOISE NUISANCES”, OF CHAPTER 94 OF TITLE IX OF THE CITY’S CODE OF ORDINANCES, IN ITS ENTIRETY, TO PROVIDE CLARIFICATION REGARDING ENFORCEMENT OF THE CITY’S NOISE NUISANCE ORDINANCE; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500); 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 its home rule charter; and

**WHEREAS**, Section 42.01 of the Texas Penal Code provides the state law on noise nuisances, providing that a person commits an offense if they intentionally or knowingly make an unreasonable noise in a public place or in or near a private residence; and

**WHEREAS**, noise nuisances are detrimental to the community and disruptive to a person’s ability to enjoy the peace and comfort of home and neighborhood; and

**WHEREAS**, the City Council has determined it necessary to repeal Section 94.35 and amend and readopt Section 94.36 of Chapter 94 of Title IX of the Code of Ordinances to clearly stipulate the allowed noise levels within the City of Corinth, to provide clarification regarding enforcement, and to ensure compliance with state law; and

**WHEREAS**, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Corinth to amend and readopt Section 94.36 of the City’s Code of Ordinances as provided herein.

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

**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.**  
**AMENDMENT**

**2.01** That the City of Corinth’s Code of Ordinances, Section 94.35, “Definitions”, of Chapter 94, “Nuisances”, of Title IX, “General Regulations” is hereby repealed in its entirety.

**2.02.** That the City of Corinth’s Code of Ordinances, Section 94.36, “Noise Nuisances”, of Chapter 94, “Nuisances”, of Title IX, “General Regulations”, is hereby amended and readopted in its entirety as follows:

**§ 94.36 – NOISE NUISANCES**

(A) Definitions.

*Bounding Property Line.* The Bounding Property Line is the nearest property line of the property on which the noise is being generated.

*Daytime Hours.* Daytime Hours are the hours between 7:00 a.m. and 9:00 p.m. on any given day.

*Nighttime Hours.* Nighttime Hours are the hours between 9:01 p.m. and 6:59 a.m. on any given day.

*Sound Pressure Level.* Sound Pressure Level is the measurement made with a sound level meter Type II using the A-weighting network in accordance and conforming with the noise measurements standards promulgated by the American National Standards Institute or its successor body.

(B) Noise nuisance standards.

(1) At no point within or at the Bounding Property Line of a residential use district shall the Sound Pressure Level of any operation or activity exceed 65 dB(A) during Daytime Hours or 58 dB(A) during Nighttime Hours. At no point at the Bounding Property Line of a non-residential use district shall the sound pressure level of any operation or activity exceed 70 dB(A) during Daytime Hours or 60 dB(A) during Nighttime Hours.

(2) *Exemptions.* The following uses and activities shall be exempt from the noise level regulations specified in subsection (B)(1):

- (a) Noises emanating from construction and maintenance activities, including lawn and groundskeeping maintenance, during Daytime Hours;
- (b) Noises of safety signals, warning devices, and emergency pressure relief valves;
- (c) Noises caused by natural phenomena;

- (d) Noises necessary to immediately and reasonably prevent the threat of bodily injury, death, or loss of property;
  - (e) Noises produced by lawfully scheduled events in full compliance with all issued permits including, but not limited to:
    - (i) A stadium or sporting event;
    - (ii) A school-sponsored event;
    - (iii) A City-owned amphitheater event;
    - (iv) An outdoor concert/musical or event (which may only be held until 11:59 p.m. on Friday and Saturday and until 9:00 p.m. on Sunday through Thursday);
    - (v) An event, fun run, race, festival, fiesta, or concert that was sponsored or co-sponsored by the City; and
    - (vi) A special event as defined by the Code of Ordinances; and
  - (f) Noises produced from reasonable activities conducted in public parks, public playgrounds, or public or private school functions.
- (C) In addition to the standards listed in subsection (B), the following acts shall automatically be deemed noise nuisances:
- (1) *Building and construction.* Building and construction work, including but not limited to the erection, including excavation, demolition, alteration, or repair work on any building, or building construction site, at any time, other than during Daytime Hours, on any day of the week, is a noise nuisance, except when work is performed in response to an urgent necessity and the work must be done in the interest of public health, safety or convenience. Notwithstanding the foregoing, the Director of Planning and Development, Director of Public Works, Building Official and/or City Engineer may issue a special written waiver authorizing building and or construction work outside of the hours authorized in this section. When determining whether to issue a waiver, the following factors shall be considered:
    - (a) Proximity of the proposed construction to residential properties;
    - (b) The presence of noise buffering screening, whether live screening, such as trees, or man-made screening;
    - (c) The nature of the proposed construction activities and the type and duration of the noise that will be created by the activities; and
    - (d) The business reason that the work must be performed outside of the time authorized in this section. A request for waiver shall be made at least five business days prior to the date for which alternative work hours are being requested. Denial of a waiver may be appealed to the City Manager within

one business day after the date of denial. The decision of the City Manager shall be final.

- (2) *Refuse compacting vehicles.* Operating or permitting to be operated any refuse compacting, processing or collection vehicle or parking lot sweeper during Nighttime Hours is a noise nuisance.
- (3) *Noise near schools.* The creation of any noise adjacent to any school or institution of learning while in session which interferes with the workings of such institution is a noise nuisance.

(D) Enforcement. Noise nuisances will be enforced on a citizen complaint basis only.

**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.  
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.

**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 fees which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 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 passage and publication as required by law. The City Secretary is directed to publish the caption of this Ordinance as required by the City Charter and state law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this \_\_\_\_\_ day of MAY, 2020.**

\_\_\_\_\_  
Bill Heidemann, Mayor

Attest:

\_\_\_\_\_  
Kimberly Pence, City Secretary

Approved as to legal form:

\_\_\_\_\_  
Patricia A. Adams, City Attorney



**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** Ordinance - City Manager Signature Authority  
**Submitted For:** Bob Hart, City Manager  
**Submitted By:** Lana Wylie, Administrative Assistant  
**Finance Review:** N/A **Legal Review:** Yes  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive  
Government  
Organizational Development

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**AGENDA ITEM**

Consider and act upon an Ordinance of the City of Corinth, Texas amending Title III, "Administration", of the City's Code of Ordinances to add a new chapter, Chapter 29, to be entitled "City Manager", and a new section to Chapter 29, Section 20.001, to be entitled "Signature Authority of City Manager", to provide general authority to the City Manager to contract for expenditures.

**AGENDA ITEM SUMMARY/BACKGROUND**

During the review of land acquisition practices, the city attorney found the code of ordinances were not clear as to the authority of the city manager to sign on behalf of the city. The attached ordinance was prepared to clarify this authority based on the city charter. Section 4.01 of Article IV of the Charter allows the City Council to adopt an ordinance setting limits and giving the City Manager general authority to contract for expenditures without further approval of the City Council, if the Council considers it proper for the administration of City affairs and to administer the budget approved by the Council. Further, the council adopted the City's Purchasing Policy via Resolution No. 12-12-016 on December 20, 2012, which delegated to the City Manager the authority to approve and execute certain documents without City Council action, provided funds are budgeted. The proposed ordinance consolidates these points and clarifies as follows:

- Contracts for the purchase of goods or services for which funds have been adopted by budget or amended budget in the fiscal year during which payment is due;
- Contracts for the purchase of goods or services which do not require an expenditure of funds and which are determined necessary for the efficient operation of the City and the implementation of the budget or any amended budget;
- Contracts for use of bond proceeds, including professional services, which have been included in the budget or any amended budget approved by City Council;
- Contracts for expenditures of TIF funds made in accordance with an approved Project and Financing Plan;
- Contracts for the use of City owned facilities by a third party when such facilities have been designated by the City Council as a facility available for public use;
- Contracts for which the City Council has otherwise expressly provided authorization for execution by the City Manager, including the Purchasing Policy adopted via Resolution No. 12-12-016, including all amendments thereto, on file with the office of the City Secretary.

**RECOMMENDATION**

Adopt the ordinance as presented.

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## Attachments

Ordinance - CM Signature Authority

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**ORDINANCE NO. 20-05-07-13**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS AMENDING TITLE III, "ADMINISTRATION", OF THE CITY'S CODE OF ORDINANCES TO ADD A NEW CHAPTER, CHAPTER 29, TO BE ENTITLED "CITY MANAGER", AND A NEW SECTION TO CHAPTER 29, SECTION 29.001, TO BE ENTITLED "SIGNATURE AUTHORITY OF CITY MANAGER", TO PROVIDE GENERAL AUTHORITY TO THE CITY MANAGER TO CONTRACT FOR EXPENDITURES WITHOUT FURTHER APPROVAL OF THE CITY COUNCIL IN ACCORDANCE WITH SECTION 4.01, "CITY MANAGER", OF ARTICLE IV, "ADMINISTRATIVE SERVICE", OF THE CITY'S HOME RULE CHARTER AND THE PURCHASING POLICY ADOPTED BY THE CITY COUNCIL VIA RESOLUTION NO. 12-12-016, INCLUDING ALL AMENDMENTS THERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE/REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas is a home rule municipality organized under the Constitution and the laws of the State of Texas; and

**WHEREAS**, Section 4.01, "City Manager", of Article IV, "Administrative Service", of the City's Home Rule Charter, ("Charter"), allows the City Council to adopt an ordinance setting limits and giving the City Manager general authority to contract for expenditures without further approval of the City Council, if the Council considers it proper for the administration of City affairs; and

**WHEREAS**, Section 4.01 of Article IV of the Charter further sets forth specific duties of the City Manager which include the duty to administer the budget approved by the Council in order to achieve the goals of the City and to perform other duties as prescribed by Council; and

**WHEREAS**, the City Council adopted the City's Purchasing Policy via Resolution No. 12-12-016, including all amendments thereto, on December 20, 2012, and the policy further delegates to the City Manager the authority to approve and execute certain documents without City Council action, provided funds are budgeted therefore; and

**WHEREAS**, the City Council has determined it necessary and appropriate to adopt this Ordinance to provide authority to the City Manager in accordance with the Charter and the City's Purchasing Policy in order for the City Manager to more efficiently administer the City's adopted budget; and

**WHEREAS**, in order to facilitate the efficient operation of the City and the implementation of the budget, the City Council has determined it necessary and appropriate to

adopt this Ordinance to authorize the City Manager to execute certain documents to ensure proper administration of City affairs; and

**WHEREAS**, the City Council has determined that pursuant to the Charter and the Code, the City Manager should be authorized to execute documents in accordance with the amendment to the Code as set forth below.

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

**SECTION 1. INCORPORATION OF PREMISES.** That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2. AMENDMENT.** Title III, "Administration", of the City of Corinth's Code of Ordinances is hereby amended to add a new chapter, Chapter 29, to be entitled "City Manager", and a new section, Section 29.001, to be entitled "Signature Authority of City Manager," which shall be and read as follows with all other provisions of Title III to remain in full force and effect without amendment:

**CHAPTER 29: – CITY MANAGER**

**§ 29.001. – SIGNATURE AUTHORITY OF THE CITY MANAGER.**

In accordance with City policies and state law including all bidding requirements, the following contracts may be entered into and executed on behalf of the City by the City Manager or the designated Acting City Manager (hereinafter "City Manager"), without further Council authorization, provided funds are budgeted therefore:

- A. Contracts for the purchase of goods or services for which funds have been adopted by budget or amended budget in the fiscal year during which payment is due;
- B. Contracts for the purchase of goods or services which do not require an expenditure of funds and which are determined necessary for the efficient operation of the City and the implementation of the budget or any amended budget;
- C. Contracts for use of bond proceeds, including professional services, which have been included in the budget or any amended budget approved by City Council;
- D. Contracts for expenditures of TIF funds made in accordance with an approved Project and Financing Plan;
- E. Contracts for the use of City owned facilities by a third party when such facilities have been designated by the City Council as a facility available for public use;
- F. Contracts for which the City Council has otherwise expressly provided authorization for execution by the City Manager, including the Purchasing Policy adopted via

Resolution No. 12-12-016, including all amendments thereto, on file with the office of the City Secretary.

**SECTION 3. Cumulative/Repealer Clause.** This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinances. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

**SECTION 4. Severability Clause.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 5. Publication/Effective Date.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and City Charter in such cases provide.

PASSED AND APPROVED this \_\_\_\_ day of May 2020.

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Pence, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia A. Adams, City Attorney

**BUSINESS ITEM 10.**

**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020  
**Title:** Ordinance amending the time for Council meetings  
**Submitted For:** Bob Hart, City Manager **Submitted By:** Kim Pence, City Secretary  
**Finance Review:** N/A **Legal Review:** Yes  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive  
Government  
Organizational Development

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**AGENDA ITEM**

Consider and act on an Ordinance amending section 30.055 "Regular Meetings" of chapter 30 "City Council" of Title III Administration of the City's Code of Ordinances to amend the City Council's regular meeting time.

**AGENDA ITEM SUMMARY/BACKGROUND**

Currently, Section 30.055 of Corinth's Code of Ordinances, states that the City Council shall "meet in regular session on the evenings of the first and third Thursday of each month at 7:00 p.m., or at any other dates and times set by the Council.

The amendment would state the following language: The City Council shall meet in regular session on the evenings of the first and third Thursday of each month, at the time posted in the City Council agenda or City Council public hearing notice, or at any other dates and times set by the Council, unless postponed or canceled. All regular meetings of the City Council will be held in the City Hall unless otherwise posted.

**RECOMMENDATION**

Staff recommends approval of the Ordinance amending the City Council's Regular Meeting times.

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**Attachments**

Ordinance

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**ORDINANCE NO. 20-05-07-**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS AMENDING SECTION 30.055, “REGULAR MEETINGS”, OF CHAPTER 30, “CITY COUNCIL”, OF TITLE III, “ADMINISTRATION”, OF THE CITY’S CODE OF ORDINANCES TO AMEND THE CITY COUNCIL’S REGULAR MEETING TIME; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 30.001 of Corinth’s Code of Ordinances, the City Council shall enact rules of procedure for all meetings of the City Council; and

**WHEREAS**, pursuant to Section 30.055 of Corinth’s Code of Ordinances, the City Council shall “meet in regular session on the evenings of the first and third Thursday of each month at 7:00 p.m., or at any other dates and times set by the Council . . . .”; and

**WHEREAS**, the City Council has determined it necessary to adopt an amendment to Section 30.055 of the Code of Ordinances to amend the regular meeting time of the City Council; and

**WHEREAS**, the City Council has determined that it is in the best interest of the health, safety, and welfare of the City of Corinth to amend Section 30.055 of the City’s Code of Ordinances as provided herein.

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

**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.**  
**AMENDMENT**

**2.01.** That the City of Corinth’s Code of Ordinances, Section 30.055, “Regular Meetings”, of Chapter 30, “City Council”, of Title III, “Administration”, is hereby amended as follows:

§ 30.055 - REGULAR MEETINGS.

The City Council shall meet in regular session on the evenings of the first and third Thursday of each month, at the time posted in the City Council agenda or City Council public hearing notice, or at any other dates and times set by the Council, unless postponed or canceled. All regular meetings of the City Council will be held in the City Hall unless otherwise posted.

**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.  
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 5.  
EFFECTIVE DATE**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this \_\_\_\_\_ day of May, 2020.**

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Bill Heidemann, Mayor

Attest:



Ordinance No. 20-05-07-

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Kimberly Pence, City Secretary

Approved as to legal form:

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Patricia A. Adams, City Attorney

**BUSINESS ITEM 11.**

**City Council Regular and Workshop Session**

**Meeting Date:** 05/07/2020

**Title:** Mayor's Declaration

**Submitted For:** Bob Hart, City Manager

**Submitted By:** Kim Pence, City Secretary

**City Manager Review:**

**Strategic Goals:** Citizen Engagement & Proactive  
Government  
Organizational Development

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**AGENDA ITEM**

Consider and take appropriate action to ratify the Mayor's Disaster Declaration to extend until May 25, 2020.

**AGENDA ITEM SUMMARY/BACKGROUND**

Staff will review the proposed COVID-19 measure for city operations. Generally speaking, staff is proposing to continue the Red level of operations through May 25th (Memorial Day) and transitioning to Orange level on May 26. If council concurs with these recommendations, action will be required to confirm continuation of the Red level through May 25.

**RECOMMENDATION**

Confirm Red level through May 25, 2020.

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**Attachments**

Ordinance

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**ORDINANCE NO. 20-04-02-08**

**CITY COUNCIL OF THE CITY OF CORINTH, TEXAS  
DECLARATION OF LOCAL DISASTER  
FOR PUBLIC HEALTH EMERGENCY AND ORDER FOR  
PREPAREDNESS AND MITIGATION OF CORONAVIRUS (COVID-19);  
AND PROVIDING A PENALTY FOR VIOLATIONS HEREOF**

**WHEREAS**, beginning in December 2019, Coronavirus Disease (COVID-19), has spread throughout the world and has now been declared a global pandemic by the World Health Organization; and

**WHEREAS**, symptoms of COVID-19 include fever, coughing, and shortness of breath, and in some cases the virus has caused death; and

**WHEREAS**, the known cases of COVID-19 diagnosed in the State of Texas are currently increasing daily and the disease is easily transmitted through person to person contact, especially in group settings, thus, it is essential that the spread of the virus be slowed to protect members of the public, to protect the ability of public and private health care providers to handle the influx of new patients and to safeguard public health and safety; and

**WHEREAS**, Community spread COVID-19 cases have been positively confirmed in neighboring cities and counties; and

**WHEREAS**, pursuant to Section 37.08, "Organization", of Chapter 37, "Emergency Management", of Title III, "Administration", of the City of Corinth's Code of Ordinances, the Mayor serves as the Emergency Management Director of the City's Office of Emergency Management, and in his absence, the Mayor Pro Tempore shall serve in that capacity; and for purposes of this disaster, the city manager or his designee is hereby appointed as the emergency management coordinator; and

**WHEREAS**, the Mayor has determined it necessary to declare a local state of disaster due to public health emergency, and rather than exercising his authority to issue a declaration of local disaster for a seven-day period and seek extension or continuation by City Council, the Mayor has determined it necessary to present this Ordinance to the City Council to take effect at 10:59 p.m. on April 2, 2020 and to remain in effect until the Mayor declares the emergency terminated; and

**WHEREAS**, pursuant to Section 37.07, "Mayor's Powers During Disaster or Emergency", of the City's Code of Ordinances, upon declaration of a crisis, the Mayor is vested with the full power and authority to issue orders reasonably necessary to protect the health, security, safety, peace, life and property of the City and its inhabitants during the time of such crisis, as more particularly described in subsections (A)-(GG) of Section 37.07; and

**WHEREAS**, Section 37.09, "Duties and Responsibilities of the Emergency Management Director", of the City's Code of Ordinances further provides that the Mayor shall be authorized to declare the emergency terminated; and

**WHEREAS**, Governor Abbott issued Executive Order GA-08 on March 19, 2020, Relating to COVID-19 Preparedness and Mitigation ("GA-08") incorporating Guidelines from President Trump and the United States Centers for Disease Control ("CDC"); and

**WHEREAS**, because it is imperative that the City take action to slow the spread of COVID-19, the Council has reviewed current City functions, including the use of City facilities, City services and operations and public gatherings and has determined it necessary and appropriate to adopt this Ordinance for the preservation of public health, safety and welfare.

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

**Section 1. Incorporation of Premises.**

- 1.01. **Recitals.** The premises set forth above are the stated findings of the City Council of the City of Corinth, serve as the basis for and are incorporated into this Ordinance as if written word for word.
- 1.02. **Order of Governor Abbott.** Executive Order, GA-08, is attached hereto as **Exhibit "A"** and is incorporated into this Ordinance as if written word for word. Exhibit "A" shall automatically be amended in accordance with any future Executive Orders issued by Governor Abbott without need for Council action to amend this Ordinance.
- 1.03. **The President's Coronavirus Guidelines for America.** The President's Coronavirus Guidelines for America are attached hereto as **Exhibit "B"** and incorporated into this Ordinance as if written word for word. Exhibit "B" shall automatically be amended in accordance with any future President's Coronavirus Guidelines for America issued by the President without need for Council action to amend this Ordinance.
- 1.04. **The Denton County Disaster Declaration and Executive Order.** The Denton County Disaster Declaration and Executive Order of the Denton County Judge, a copy of which is attached hereto as **Exhibit "C"** and incorporated into this Ordinance as if written word for word. Exhibit "C" shall automatically be amended in accordance with any future Denton County Disaster Declaration and Executive Orders issued by the Denton County Judge without need for Council action to amend this Ordinance

**Section 2. Local Disaster for Public Health Emergency Declared.** The City of Corinth Emergency Management Director, Mayor Bill Heidemann, hereby declares a local state of disaster for public health emergency for the City of Corinth, a Texas home-rule municipal corporation, pursuant to Section 37.07, "Mayor's Powers During Disaster or Emergency", of Chapter 37, "Emergency Management", of Title III, "Administration" of the City's Code of Ordinances, effective 10:59 p.m. on April 2, 2020 and shall continue in effect until discontinued by action of the Mayor or as otherwise provided by law.

**Section 3. Publication and Filing of Declaration and Ordinance.** Pursuant to Section 37.09, "Duties and Responsibilities of the Emergency Management Director", of the City's Code of Ordinances, this ordinance declaring a local state of disaster for public health emergency shall be given in the official newspaper of the City or by local radio or television. The City of Corinth will promptly provide copies of this Ordinance by posting on the City of Corinth website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Ordinance is strongly encouraged to post a copy of this Ordinance onsite and to provide a copy to any member of the public asking for a copy.

**Section 4. Orders Adopted.** Pursuant to Health and Safety Code Section 122.006, the City may adopt rules to protect the health of persons in the City and provide for the establishment of quarantine stations, emergency hospitals, and other hospitals. Additionally, the City Council is authorized to adopt rules related to the use and operation of City facilities and the provision of City services. Effective as of 10:59 p.m. on April 2, 2020 and continuing in effect until discontinued by action of the Corinth City Council or as otherwise provided by law, the following orders shall apply within the corporate limits of the City of Corinth:

**A. Definitions.**

1. **Community Gathering:** For purposes of this Order, **Community Gathering** is any indoor or outdoor event or convening, subject to the exceptions and clarifications below, that brings together or is likely to bring together ten (10) or more persons at the same time in a single room or other single confined or enclosed space, such as an auditorium, theatre, stadium (indoor or outdoor), arena or event center, meeting hall, conference center, large cafeteria, or any other confined indoor or confined outdoor space.

2. **Essential Services:** Essential Services means services, by whomsoever rendered, and whether rendered to the government or to any other person, the interruption of which would endanger life, health or personal safety of the whole or part of the population. Essential services as defined by the U.S. Department of Homeland Security Cyber and Infrastructure Security Agency's (CISA) Essential Critical Infrastructure Workforce Memorandum dated March 19, 2020 may continue to their operation appropriately modified to account for Centers for Disease Control (CDC) workforce and consumer protection guidance.

**B. Community Gatherings:** The City of Corinth strongly recommends canceling, rescheduling, or not attending a Community Gathering. The City of Corinth strongly urges organizations that serve high-risk populations to cancel gatherings of more than ten (10) people. These recommendations are based on the Social Distancing Practices attached to this Order as **Exhibit "D"**, a copy of which is attached hereto and incorporated herein, as well as the

"Implementation of Mitigation Strategies for Communities with Local COVID-19 Transmission" issued by the United States Centers for Disease Control and Prevention ("CDC"). The City of Corinth urges people to not attend non-essential gatherings of any nature during the duration of this Ordinance in order to help slow down the spread of the COVID-19 virus.

- C. **Essential Services and City Facilities.** The City of Corinth provides essential services required to maintain the health, safety and welfare of the public generally and of the residents of the City of Corinth; therefore, City facilities necessary for City staff to provide essential services shall remain open to the public; provided however, that social distance shall be practiced at all times within those City facilities that are open to the public.

Notwithstanding the foregoing, the City Manager may recommend that other actions be taken to limit in person interactions at City facilities and to address City staff, and the Mayor is hereby expressly authorized to provide approval of the City Manager's recommendations and to take such action as necessary to ensure that the purposes of this Ordinance are effected.

- D. **Municipal Court Proceedings.** Nonessential Municipal Court shall be postponed in accordance with orders issued by the Presiding Judge and recommendation of the Office of Court Administration, operating under the direction and supervision of the Texas Supreme Court.
- E. **Fees and Interruption of Utility Services.** The Mayor is authorized to direct the City Manager or designee to take necessary actions regarding fees associated with utility billing, including without limitation, extending time for payment and suspending utility shut offs for customers negatively impacted by job loss or reduced income who can provide verifiable documentation that their hardship is a direct result of COVID-19.
- F. **Board and Commission Meetings.** The Mayor is authorized to postpone or cancel any and all meetings of a board or commission of the City of Corinth as he determines appropriate based upon updated orders of the federal, State or local government.

**Section 5. Penalty.** Failure to comply with any of the Orders in this Ordinance is an offense and shall be punishable by a fine of up to \$500.00 and each day any violation of the Orders in this Ordinance shall constitute a separate offense.

**Section 6. Severability.** If any subsection, sentence, clause, phrase, or word of this Ordinance or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Ordinance. This Ordinance approves and ratifies all actions taken in response to COVID-19 prior to its adoption.

## **Exhibit “D” Social Distancing Practices**

### **1) Vulnerable Populations: Limit Outings**

- Vulnerable populations include people who are:
  - 60 years old and older.
  - People with certain health conditions such as heart disease, lung disease, diabetes, kidney disease and weakened immune systems.
- For vulnerable populations, don't go to gatherings (of 10 people or more) unless it is essential. If you can telecommute, you should. Avoid people who are sick.

### **2) Workplace and Businesses: Minimize Exposure**

- Suspend nonessential employee travel.
- Minimize the number of employees working within arm's length of one another, including minimizing or canceling large in-person meetings and conferences.
- Urge employees to stay home when they are sick and maximize flexibility in sickleave benefits.
- Do not require a doctor's note for employees who are sick.
- Consider use of telecommuting options.
- Some people need to be at work to provide essential services of great benefit to the community. They can take steps in their workplace to minimize risk.

### **3) Large Gatherings: Cancel Non-Essential Events**

- Recommend cancelling or postponing large gatherings, such as concerts, sporting events, conventions or large community events.
- Do not attend any events or gatherings if sick.
- For events that aren't cancelled, we recommend:
  - Having hand washing capabilities, hand sanitizers and tissues available.
  - Frequently cleaning high touch surface areas like counter tops and hand rails.
  - Finding ways to create physical space to minimize close contact as much as possible.

### **4) Schools: Safety First**

- Do not have your child attend school if sick.
- If you have a child with chronic health conditions, consult the child's doctor about school attendance.
- Schools should equip all classrooms with hand sanitizers and tissues.
- Recommend rescheduling or cancelling medium to large events that are not essential.
- Explore remote teaching and online options to continue learning.
- Schools should develop a plan for citywide school closures, and families should prepare for potential closures.

### **5) Transit: Cleaning and Protection**

- Increase cleaning of vehicles and high touch surface areas.
- Provide hand washing/hand sanitizers and tissues in stations and on vehicles.

### **6) Health Care Settings: Avoid as possible, protect the vulnerable**

- Long term care facilities should have a COVID-19 plan in accordance with CDC or state guidelines.
- Long term care facilities should screen all staff and visitors for illness and turn away those with symptoms.
- The general public should avoid going to medical settings such as hospitals, nursing homes and long-term care facilities, even if you are not ill.
- If you are ill, call your health care provider ahead of time, and you may be able to be served by phone.
- Do not visit emergency rooms unless it is essential.
- Visitors should not go to long-term care facilities unless absolutely essential.
- Follow guidance and directions of all facilities.

### **7) Everyone: Do your part**

The best way for all Corinth residents to reduce their risk of getting sick, as with seasonal colds or the flu, still applies to prevent COVID-19:

- Wash hands with soap and water for at least 20 seconds.
- Cough or sneeze into your elbow or a tissue. Throw the tissue in the trash.
- Stay home if you are sick.
- Avoid touching your face.
- Try alternatives to shaking hands, like an elbow bump or wave.
- If you have recently returned from a country, state or region with ongoing COVID-19 infections, monitor your health and follow the instructions of public health officials and CDC guidance.
- There is no recommendation to wear masks at this time to prevent yourself from getting sick.

You can also prepare for the possible disruption caused by an outbreak.

Preparedness actions include:

- Prepare to work from home if that is possible for your job, and your employer.
- Make sure you have a supply of all essential medications for your family.
- Prepare a child care plan if you or a caregiver are sick.
- Make arrangements about how your family will manage a school closure.
- Plan for how you can care for a sick family member without getting sick yourself.
- Take care of each other and check in by phone with friends, family and neighbors that are vulnerable to serious illness or death if they get COVID-19.
- Keep common spaces clean to help maintain a healthy environment for you and others. Frequently touched surfaces should be cleaned regularly with disinfecting sprays, wipes or common household cleaning products.



**Section 7. Continuation, Publication and Effective Date.** The emergency powers herein provided shall be exercised only to the extent made necessary by the nature of the emergency and during the continuation of the state of emergency. This ordinance shall be published in accordance with the City's Code of Ordinances; however, it shall become effective immediately at 10:59 p.m. on April 2, 2020.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH  
THIS 2<sup>nd</sup> DAY OF APRIL 2020.**

APPROVED:



Bill Heidemann, Mayor



ATTEST:

  
Kimberly Pence, City Secretary

APPROVED AS TO FORM:

  
Patricia A. Adams, City Attorney

**CITY OF CORINTH, TEXAS  
MAYORAL ORDER ISSUED PURSUANT TO CITY COUNCIL ORDINANCE  
DECLARING A LOCAL STATE OF DISASTER  
DUE TO PUBLIC HEALTH EMERGENCY**

**WHEREAS**, beginning in December 2019, a novel coronavirus, now designated COVID-19, has spread throughout the world and has now been declared a global pandemic by the World Health Organization; and

**WHEREAS**, symptoms of COVID-19 include fever, coughing, and shortness of breath and, in some cases, the virus has caused death; and

**WHEREAS**, prudence dictates that extraordinary measures must be taken to contain COVID-19 and prevent its spread through the City of Corinth, including the quarantine of individuals, groups of individuals and occupied structures and, additionally, including compelling individuals, groups of individuals, or occupied structures to undergo additional health measures that prevent or control the spread of the virus; and

**WHEREAS**, on March 31, 2020, Texas Governor Greg Abbott issued Executive Order GA-14, effective April 2, 2020, extending the statewide public health disaster to April 30, 2020 and ordering, among other things, stay-at-home measures for any person, or entity, not categorized by the order as Essential Services; and

**WHEREAS**, § 418.108 of the Texas Government Code authorizes the presiding officer of the City of Corinth to declare a local state of disaster; and

**WHEREAS**, on April 1, 2020, Mayor Bill Heidemann, issued a Mayoral Declaration of Local State of Disaster due to Public Health Emergency, which expired on April 8, 2020; and

**WHEREAS**, on April 2, 2020, the Corinth City Council declared a Local Disaster for Public Health Emergency that is currently in effect and will continue to be in effect until discontinued by action of the Mayor or otherwise provided by law; and

**WHEREAS**, pursuant to Section 37.07, "Mayor's Powers During Disaster or Emergency", of the City's Code of Ordinances, upon declaration of a crisis, the Mayor is vested with the full power and authority to issue orders reasonably necessary to protect the health, security, safety, peace, life and property of the City and its inhabitants during the time of such crisis, as more particularly described in subsections (A)-(GG) of Section 37.07; and

**WHEREAS**, the state of disaster continues to exist in all counties in the State of Texas, including Denton County; and

**WHEREAS**, the Mayor finds it necessary to issue this Mayoral Order to issue orders as provided herein to protect the health, security, safety, peace, life and property of the City and its inhabitants.

**NOW, THEREFORE, BE IT DECLARED AND ORDERED BY THE MAYOR OF THE CITY OF CORINTH, TEXAS:**

By virtue of the power and authority vested in me by the City of Corinth Disaster Declaration, Ordinance No. 20-04-02-08 (“City Declaration”) and as allowed by state law during a time of local disaster, I do hereby issue this Mayoral Declaration and Order pursuant to Ordinance No. 20-04-02-08 adopted by the City Council on April 2, 2020, declaring a local state of disaster for public health emergency for the City of Corinth, Texas, a home-rule municipality pursuant to Section 37.07, “Mayor’s Powers During Disaster or Emergency”, of Chapter 37, “Emergency Management”, of Title III, “Administration” of the City’s Code of Ordinances, and direct that the following actions occur:

- A. Utilities. City water and wastewater services provided to persons negatively impacted by illness, job loss, or reduced income and who can provide verifiable documentation that their hardship is a direct result of COVID-19 shall not be charged fees for reconnection of disconnected water service or late payment fees.
- B. Level and City Facilities/Operations. The City shall continue to operate on Level Red of its Emergency Management Plan, thus City owned and operated facilities and buildings shall continue to be closed to the public until 8:00 a.m. on May 8, 2020. Members of the public are to conduct business with City staff online and through phone calls. Essential personnel may continue to work from City Offices or work remotely pursuant to current policies in effect.
- C. Meetings of City Council and Boards. City Council and Boards will conduct meeting via teleconferencing, consistent with the Texas Open Meetings Act.

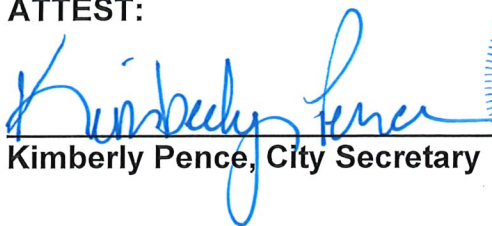
This Mayoral Declaration and Order ratifies prior Level Red actions taken before the effective date of this Declaration and Order. This Declaration and Order shall become effective April 16, 2020 and shall remain in effect until rescinded by action of the Mayor or City Council or May 8, 2020, whichever occurs first.

April 16, 2020  
**ISSUANCE DATE**



**Bill Heidemann, Mayor**

**ATTEST:**

  
**Kimberly Pence, City Secretary**