



***** PUBLIC NOTICE *****

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, June 18, 2020, 5:45 P.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.
The City of Corinth is following the Center for Disease Control Guidelines for public meetings.

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Receive a presentation, hold a discussion and provide staff direction relative to the establishment of a Youth Advisory Council (YAC).
2. Receive a presentation from Staff regarding the possible opportunity to legalize the usage of golf carts on some public streets.
3. Provide an update, hold a discussion, and receive direction on the Coronavirus (COVID-19) in regard to City operations and practices.
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:

1. Keep Corinth Beautiful recognized as Silver Star Affiliate by Keep Texas Beautiful.
2. City of Corinth recognized as a Tree City USA community.

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.

3. Consider and approve the 2021 Proposed Budget for the Denton Central Appraisal District.
4. Consider approval to enter into the North Central Texas Public Works Mutual Aid Agreement with the North Texas Council of Governments (NTCOG) for Corinth to join the Public Works Emergency Response Team (PWERT).
5. Consider and act on an Agreement for Advertising Services between Denton County and the Corinth Economic Development Corporation in the amount of \$2,500.00.

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**BUSINESS AGENDA**

6. Consider an act on an ordinance of the City of Corinth, Texas, amending Chapter 33 "Boards, Commissions and Departments" of Title III "Administration" of the code of ordinances of the City of Corinth creating a Youth Advisory Council *YAC) for the City of Corinth.
7. Consider approval of an Ordinance altering the prima facie speed limits on certain streets within the City of Corinth; authorizing the City Manager to cause the erection of signs providing notice of the new speed limits; and authorizing the City to publish reports as required by law.
8. Consider and act on an Interlocal Cooperation Agreement with Denton County, Texas, pursuant to Chapter 791 of the Texas Local Government Code, to address the impact of the public health emergency with respect to the Coronavirus pandemic ("COVID-19).
9. Consider an act on the approval of an engagement letter with Eide Bailey, LLC for auditing services for the fiscal year ending September 30, 2020.
10. Consider an act on an ordinance of the City of Council of the City of Corinth, Texas amending Chapter 36, "Finance and Revenue Taxation", of Title III, "Administration", of the Code of Ordinances to add a new section, Section 36.12, "Authority to Write Off Uncollectible Debts owed to the City from the City's Accounts Receivable", providing for the incorporation of premises; providing for an amendment; providing a cumulative repealer clause; providing a severability clause, and providing an effective date.
11. Consider and act on a Reimbursement Agreement between the City of Corinth and the Corinth Economic Development Corporation for an amount not to exceed \$35,000.00 for the completion of a return on investment report to be performed and completed by TechSolve.
12. Consider and Act on a Resolution casting a vote for one candidate to the Board of Managers of the Denco Area 9-1-1 District.

- 13. Consider and act on an Interlocal Agreement between the City of Corinth and the City of Lake Dallas for a Broadband Study.
- 14. Consider and act on an Interlocal Agreement between the City of Corinth and the Town of Shady Shores for a Broadband Study.
- 15. Consider and act on an Interlocal Agreement between the City of Corinth and the Town of Hickory Creek for a Broadband Study.
- 16. Consider and act on a contract between the City of Corinth and Connected Nation, Inc., for a broadband study.

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.

c. 3.792 acres, Tract 13H, out of the J.P. Walton Survey, Abstract 1389, 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

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 12th day of June 2020, at 4:00 p.m. on the bulletin board at Corinth City Hall.

Lana Wylie

Lana Wylie, Interim City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 1.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: Youth Advisory Commission
Submitted For: Bob Hart, City Manager
Submitted By: Emily Beck, Communications and Marketing Coordinator
City Manager Review:
Strategic Goals: Citizen Engagement & Proactive
Government
Organizational Development

AGENDA ITEM

Receive a presentation, hold a discussion and provide staff direction relative to the establishment of a Youth Advisory Council (YAC).

AGENDA ITEM SUMMARY/BACKGROUND

Many communities across the country have established youth advisory councils (YAC). A youth advisory council can be considered a body of young people who provide counsel and support to organizations and governing bodies and create and participate in a variety of projects and community initiatives. The charge of a YAC should be to advise the city council and staff on youth-related topics and issues and to being ambassadors for the city organization. These ambassadors engage their community, show leadership, and work together to spread the city's vision. Each council is driven by a unique vision that is enhanced by the addition of youth leadership.

The establishment of a YAC in Corinth can be challenging in that the city is served by four high schools (Lake Dallas, Ryan, Guyer and the Corinth Classical Academy) and a homeschool network. Further, the City of Lake Dallas recently created a YAC with Lake Dallas High School allowing for membership from any of the four lake cities.

Both the Texas Municipal League and the National League of Cities encourage and facilitate YAC's within their organizations. TML sponsors an annual training session/conference for YAC's.

RECOMMENDATION**Attachments**

YAC Guide

CITY OF CORINTH
YOUTH
ADVISORY
COUNCIL

YYAAC

BE A VOICE FOR
YOUR GENERATION!

ESTABLISHED 2020



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Introduction

What is the Youth Advisory Council?

The Youth Advisory Council (YAC) is a group of students (ages 14-18) that live within the boundaries of the City of Corinth. There are up to 15 seats on the Council, and the Communications and Marketing Coordinator serves as the staff liaison.

Why was YAC established?

The City of Corinth wants to cultivate tomorrow's leaders by appointing a group of civic-minded young adults who can advise staff and Council on matters relating to their generation. In exchange, members learn about the mechanics of local government.

What does YAC do?

The goal is that the YAC will study, plan, implement, and consult with the city regarding those topics of interest. Specifically, the YAC is assigned with identifying areas for improvement related to youth, including developing programs and services that 1) empower, support, and inform youth; 2) create a family-friendly community, and 3) encourage youth to be engaged residents of their community.

Through their participation, YAC members learn about municipal government, budgeting, marketing, leadership, event planning, and program evaluation.

How do I get selected for the YAC?

Application information and forms are online at cityofcorinth.com/yac or in person at City Hall. Applicants must submit one letter of recommendation, which will be reviewed, along with your application, by the staff liaison. Approved applicants will be interviewed and appointed by city staff.

What's the time commitment?

YAC meets once a month, attends some City Council meetings, and participates in a one weekend trip to the statewide YAC Summit. Members will receive service hours for time spent hosting or volunteering at city events.

What are the officer positions?

The YAC will elect the following from its membership:

- **Chair:** Presides over meetings; Has and exercises general management and supervision of the affairs of the commission; Assists all officers with their duties
- **Vice-Chair:** At the request of the Chair, or in the event of the absence of the Chair, performs the duties and possesses and exercises the powers of the Chair; Assists all officers with their duties
- **Secretary:** Records all proceedings and compiles the official meeting minutes, which must be submitted to the City Secretary
- **Historian:** Captures and records all activities through documentation and photos; Responsible for website content submittal

ORDINANCE NO. 20-06-18-XX

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 33 "BOARDS, COMMISSIONS AND DEPARTMENTS" OF TITLE III "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH BY ADDING SUBSECTIONS 33.80 THROUGH 33.89 TO CREATE A YOUTH ADVISORY COUNCIL FOR THE CITY OF CORINTH; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS TO DEFINE DUTIES AND RESPONSIBILITIES; PROVIDING FOR APPOINTMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 10.01, Article X, Boards, Commissions and Committees of the Home Rule Charter of the City, the Council is authorized to establish such boards, commissions, and committees as it deems necessary to carry out the functions and obligations of the City, and in doing so, the Council shall prescribe the purpose, composition, functions, duties, accountability, and tenure of each Board, commission and committee; and

WHEREAS, the City of Corinth recognizes the need of its young residents to be a valuable resource for public input and participation in the determination of City policies and procedures; and

WHEREAS, the City Council of Corinth recognizes a Youth Advisory Committee established to serve as an advisory body to the City Council will empower youth, will create opportunities for their input into community projects, and provide a vehicle by which youth become involved in a process which enables them to have an influence in issues they care about; and

WHEREAS, the City Council has determined it appropriate to amend Chapter 33, to adopt Sections 33.80 through Section 33.89 establishing the Corinth Youth Advisory Council and prescribing the purpose, composition, functions, duties, accountability, and tenure of the Board and its members as set forth herein; and

WHEREAS, the City Council finds and determines that the provisions set forth herein support its goal of engaging the next generation of civic leaders and should, therefore, be adopted.

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

SECTION 1.

INCORPORATION OF PREMISES

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

SECTION 2.

AMENDMENTS

That Chapter 33 "Boards, Commissions and Departments" of Title III "Administration" of the Code of Ordinances of the City of Corinth, Texas is hereby amended to adopt a new Section entitled "Youth Advisory Council" to add new Sections 33.80 through 33.89 which shall be and read as follows:

"YOUTH ADVISORY COUNCIL"

§ 33.80 CREATION AND PURPOSE.

(A) There is hereby created and established a youth advisory council (YAC) to be composed of fifteen (15) regular members. Such Council shall be officially designated as the youth advisory council of the City of Corinth, Texas.

(B) The YAC shall study, investigate, plan, implement, and advise the city of matters related to youth. The YAC will learn from city staff on the various aspects of city government. Specifically, the YAC is assigned with identifying areas for improvement related to youth, including developing programs and services that empower, support, and inform youth; that creates a family-friendly community, and that enables and encourages youth to be productive members of the community. The YAC shall serve as an advisory body to the city on all matters that relate to youth.

§ 33.81 RESPONSIBILITIES AND DUTIES.

(A) The YAC shall have all the powers granted herein and shall perform all duties as provided herein.

(B) The YAC shall adopt rules and regulations for the conduct of its meetings and for defining in detail the responsibilities of its members, officers, and committees.

(C) The YAC shall work with the city council and city staff to develop and implement policies that focus on youth.

(D) The YAC shall advise the city council and city staff on important issues that relate to youth.

(E) The YAC shall facilitate the planning and organization of community events and meetings related to youth.

(F) The YAC shall build partnerships with individuals, groups, and organizations that impact both youth and families.

(G) The YAC shall partner with individuals, groups, and organizations in the planning and implementation of services, supports, and opportunities that impact both youth and families.

(H) The YAC shall carry out and implement other directives from the mayor, city council, and city staff.

§ 33.82 MEMBERSHIP.

(A) The YAC shall consist of fifteen (15) voting members, who broadly represent the diversity of thought of Corinth. The fifteen (15) voting members shall be between the ages of fourteen (14) and eighteen (18). These members shall meet at least one (1) of the following qualifications:

- (1) Reside within the corporate boundaries of the City of Corinth: or
- (2) Attend a state-recognized school or homeschool within the corporate limits of the City of Corinth.

(B) The following may be ex-officio, non-voting members of the YAC: One (1) city staff member appointed by the city manager to serve as a staff liaison to the YAC.

§ 33.83 APPLICATION AND APPOINTMENT PROCESS.

(A) Any interested individual who meets the qualifications set in section 33.82 may indicate interest in serving on the YAC by submitting the following information to the city staff liaison in city hall:

- (1) *Completed application.* Applications will be available at city hall and on the city website. Applications will also be distributed to the appropriate offices at all schools.
- (2) Applicants for initial appointment must submit one (1) letters of reference. This is not necessary for applicants who wish to be reappointed.
- (3) Applicants for initial appointment must submit a short essay describing the applicant's reasons for wanting to serve on the YAC. This is not necessary for applicants wishing to be reappointed.

(C) The staff liaison of the YAC will initially review all applications. Selected applications will be given to the city manager, or designee for review. City staff will make appointments.

§ 33.84 TERMS OF OFFICE.

(A) All terms of office for all YAC members shall be one (1) year and will begin on August 1 and end May 31, with the option of applying for reappointment until the student has graduated from high school. Reappointments will be based on past participation in and commitment to YAC activities.

(B) The terms of ex-officio representatives shall be as follows: (1) The city staff member acting as liaison shall remain in that position for the duration of their employment with the city or until removed or replaced by the City Manager.

§ 33.85 PROCEDURAL RULES AND OPERATION.

(A) At the first meeting after being sworn into office, the YAC shall elect officers to serve one (1) year terms. All are eligible for reelection to office during any subsequent reappointment to the YAC. Officers shall consist of the following:

- (1) **Chair:** The person elected by the members of the YAC, who is responsible for running meetings, assisting in the development of agenda items, and helping all officers with their duties.
- (2) **Vice-chair:** The person elected by the members of the YAC, who is responsible for running meetings when the Chair is not present and helping all officers with their duties.
- (3) **Secretary:** The person elected by the members of the YAC, who is responsible for taking minutes and making sure the YAC city staff liaison has the updated minutes.
- (4) **Historian:** The person elected by the members of the YAC, who is responsible for keeping track of the history of the YAC, including event documentation, photography, and website content submittal.

(B) The YAC shall adopt such rules (and regulations governing procedures (bylaws), and will ensure that they are maintained.

(C) The YAC shall meet once each month at a regularly established time and date. All meetings of the YAC shall be conducted consistent with the City of Corinth Charter and the City of Corinth Municipal Code. Committees of the YAC may meet at any time.

(D) A quorum shall consist of a simple majority of members.

(E) All YAC meetings and records shall be public subject to applicable state law.

§ 33.86 ABSENCES.

Any member who is unable to attend a meeting shall notify the staff liaison in advance of the meeting, stating the reason for his or her absence. YAC members are permitted three (3) unexcused absences from regular meetings. Excessive absences will cause a member's appointment to be reviewed by the YAC officers and ex-officio staff, with a potential presentation to the city manager, or designee for action to remove.

§ 33.87 REMOVAL.

Members of the YAC, other than the ex-officio representatives, may be removed by the city manager, or designee for inefficiency, excessive absence, or other neglect of duty.

§ 33.88 VACANCIES.

Vacancies occurring on the YAC, other than through the expiration of a term, shall be filled by appointment by city staff. The original applicant pool for that year's YAC should be the first source for such a replacement; otherwise, new applicants may be recruited.

§ 33.89 FUNDING.

All revenues derived from fundraising or other means associated with the YAC, which are under the direct control of the city, shall be maintained by the city and deposited to the appropriate fund for utilization in support of YAC related activities to the extent of citywide needs as determined by the city council during the annual budgeting of funds for all city departments.

SECTION 3.

SEVERABILITY

It is hereby declared by the City Council of the City of Corinth that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 4.

CUMULATIVE REPEALER

This Ordinance shall be cumulative of all provisions of all existing ordinances and resolutions and of the Code of Ordinances of the City of Corinth, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such existing ordinances, resolutions, and code, in which event the conflicting provisions of such ordinances and Code are hereby repealed

SECTION 5.
EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and approval in accordance with state law and City Charter.

PASSED AND APPROVED this 18 day of June, 2020

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, Interim City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

YOUTH ADVISORY COUNCIL

Qualifications:

- Must be a resident of Corinth, aged 14-18 and in grades 9-12;
- Must have, and maintain a 3.0 GPA or any combination of extracurricular activities, employment positions, religious activities, athletics, or other organizations;
- Must commit to one (1) year of membership and active participation; **AND**
- Must be present at all meetings, unless an excused absence has been approved.

MEMBERSHIP APPLICATION

Name (last, first): _____

Home Address: _____

Telephone: _____

E-mail Address that you check frequently: _____

School/Homeschool Attending: _____

Grade Level as of Current School Year (check one): 9th 10th 11th 12th

Age as of August 1 of this year: _____

Name of Parent / Legal Guardian: _____

Parent / Legal Guardian Telephone:(DAY) _____ (NIGHT) _____

Parent / E-mail Address: _____

Adult T-Shirt Size (check one): X-Small Small Medium Large X-Large

ORGANIZATIONS & ACTIVITIES

Please list any school, volunteer, religious, social, athletic, or other activities or organizations in which you have participated during the past two years. Include any leadership roles in those organizations.

YOUTH ADVISORY COUNCIL QUESTIONNAIRE

1. Why are you interested in the Youth Advisory Council?

2. What makes you unique to your peers?

3. What do you expect to gain/learn from the Youth Advisory Council?

4. Do you have an interest in local government? Describe what aspects interest you.

5. If money were no object, what are three things you would change about Corinth?

6. Please list in the order of importance the top three things you love about Corinth.

ATTENDANCE POLICY AGREEMENT

Regular attendance at meetings is paramount to this group's success. The following policy was approved by the Youth Advisory Council on the ____ day of _____, 20____. Attendance will be taken at every meeting. Absences (both excused and unexcused) from regular monthly meetings will be used to determine your attendance record.

An absence will be considered **unexcused** if a member:

- Does not provide 24 hours' notice to the YAC Chair or staff liaison;
- Schedules work or another meeting during a regularly scheduled YAC meeting; **OR**
- Does not show up for (at least a portion of) any event the YAC is hosting or assisting with.

An absence will be considered **excused** if a member has a(n):

- Unavoidable medical appointment;
- Prior commitment that has been cleared by the Chair (i.e., family vacation); **OR**
- Emergency.

The decision as to whether or not your absence is excused or unexcused is left to the discretion of the Youth Advisory Council Chair. Following two (2) unexcused absences, you will receive a written warning from the Chair and probationary member status. If another unexcused absence occurs, a discussion and vote will be held by your fellow Youth Advisory Council members regarding the status of your continued membership.

This form is a statement that you and your guardian understand and are prepared to adhere to the attendance policy of the Youth Advisory Council as described above.

YAC Member Name (Printed)

Parent / Legal Guardian Name (Printed)

YAC Member Signature

Parent / Legal Guardian Signature

Youth Advisory Council Media/Advertisement plan

June 2020:

- City Council approves the establishment of the Corinth Youth Advisory Council
- Staff meets with representatives from local high schools to discuss partnerships

July 2020:

- Applications go live via online and in-person packets
- Social media advertisements begin, utilizing Facebook, Twitter, Instagram, and Nextdoor to advertise the organization and applications
- Utilize PeachJar blasts to share info with parents in the school districts nearby
- Hold Interest meetings both virtually and socially distanced at City Hall
- Publish information about the organization in the monthly newsletter and separate News Release blast to the public
- Applications will be accepted through Friday, August 14.

August 2020:

- Applications will be reviewed by city staff
- Students will be invited to interview with staff liaison and city staff
- Accepted students will be informed of their position and will be given a schedule of meetings, with the first being Wednesday, September 2, 2020

Funding for YAC

Total Requested: \$5,000

Funding Breakdown:

- TML Youth Advisory Council Summit
 - o The Youth Advisory Commission (YAC) Summit is an opportunity for cities, schools, and community youth groups to share their experiences of their programs and the positive impact that the programs have had locally. The summit is organized to promote a fun environment for youth and city leaders to learn from and work with each other. Adults and students will leave with a greater appreciation of their programs and new ideas to move their group forward in the coming years. This statewide event helps provide educational sessions for students to learn more about how they can make an impact within their YAC organization.
 - o Registration: \$75 per person
 - o Total \$525 for five students, and two staff liaisons
 - o Travel Expenses approximately \$750; i.e., hotel and gas
- Tshirts for students
 - o \$250 approximately for 25 T-shirts, used for promotion of the organization, designed by the students.
- Community Outreach
 - o \$500 towards participating in community outreach such as special events to gain exposure for the organization
- Special Project
 - o \$3000 approximately devoted to a special project created by the Youth Advisory Council. This may be a special event, a service project, a memorial act, etc. The purpose of these funds is to guide the students through processes in government and then encourage them to use them to fill a need in the community.

Meeting Schedule/ Primary Topics

These topics are subject to change as the needs of the Youth Advisory Council change.

Date	Topic	Guest	Activity
September 2, 2020	Welcome/Procedures/Communications Position Discussion/Logo/Tshirt		Icebreaker, Graphics Activity
October 7, 2020	Government Procedures/Management Broadband Study Updates	City Manager Bob Hart	Robert's Rules of Order Game
November 4, 2020	Public Safety	Police Chief Jerry Garner, Fire Chief Michael Ross	Tour of PSF Building
December 2, 2020	YAC Special Project Discussion/Brainstorm Session		What would you do? Game
January 6, 2021	Economic Development/ Growth in Corinth	Director of EDC Jason Alexander	5 years, 10 years, 20 years game
February 3, 2021	Planning/Engineering Department	Director of Planning Helen- Eve Beadle	Building Process Activity
March 3, 2021	City Services- Finance, UB, Court	Director of Finance Lee Ann Bunselmeyer	Water Conservation/Recycling do you know?
April 7, 2021	Public Works/Parks and Recreation	Director of Public Works Cody Collier	Dream Park to Real Park Project
May 5, 2021	Human Resources/City Admin	Director of HR, Guadalupe Ruiz, City Secretary	7 Hats

WORKSHOP BUSINESS ITEM 2.**City Council Regular and Workshop Session****Meeting Date:** 06/18/2020**Title:** Golf Cart Regulations**Submitted For:** Helen-Eve Liebman,
Director**Submitted By:** George Marshall, Engineer**Finance Review:** N/A**Legal Review:** N/A**City Manager Review:****Strategic Goals:** Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

Receive a presentation from Staff regarding the possible opportunity to legalize the usage of golf carts on some public streets.

AGENDA ITEM SUMMARY/BACKGROUND

Requested by Council

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 3.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: COVID-19
Submitted For: Bob Hart, City Manager **Submitted By:** Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:**
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

Beginning Monday, June 15, Corinth City Hall transitioned to LEVEL YELLOW on the Readiness Response Plan. City Hall is now open normal business hours Monday-Thursday from 7:30 - 5:00 pm, and Friday from 7:30 - 11:00 am. However, some departments are still working under modified schedules.

We continue to encourage members of the community to utilize online services when possible on the City Hall On Demand website. Additionally, the current plan is to transition to LEVEL GREEN on Monday, July 6 with all operations returning to normal.

New information related to COVID-19 is being shared as it becomes available on our website, Facebook and Twitter pages. Residents can also visit mycorinth.com/covid19 for resources available in the community, as well as news updates.

Our priority is always to provide the best possible service for our residents while keeping visitors and staff safe during these confusing times. Staff will provide an update on city operations and practices.

RECOMMENDATION

PRESENTATION ITEM 1.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: KCB Silver Designation Presentation
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
Regional Cooperation
Organizational Development

AGENDA ITEM

Keep Corinth Beautiful recognized as Silver Star Affiliate by Keep Texas Beautiful.

AGENDA ITEM SUMMARY/BACKGROUND

Keep Texas Beautiful (KTB), a statewide grassroots environmental and community improvement non-profit organization, recently named Keep Corinth Beautiful a Silver Star Affiliate, a designation granted to only 16 of KTB's nearly 300 affiliates. Silver Star recognition is the second highest status any community affiliate can achieve.

To remain in good standing with KTB, community affiliates must submit a report, pay dues, attend training and participate in a KTB-endorsed activity annually. In 2004, the organization introduced the concept of Silver Star recognition to reward those communities who sought to go above and beyond the established requirements. To achieve this status, affiliates must share information on their mission and goals, answer questions about their partnerships and underserved populations, or participate in the Keep Texas Beautiful Awards or Governor's Community Achievement Awards programs and provide a letter of support from their community. Keep Corinth Beautiful will be recognized by KTB formally during its 53rd Annual Conference to be held virtually August 25 - 26, 2020.

RECOMMENDATION

Present certificate to KCB.

Attachments

KCB Certificate



*Keep Corinth Beautiful
Silver Star Affiliate*

Presented May 5, 2020



Wendy Brock

Keep Texas Beautiful, Inc.

PRESENTATION ITEM 2.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: Tree City USA Recognition
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review:
Strategic Goals: Infrastructure Development
Citizen Engagement & Proactive Government

AGENDA ITEM

City of Corinth recognized as a Tree City USA community.

AGENDA ITEM SUMMARY/BACKGROUND

Corinth was named a 2020 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters. The Arbor Day Foundation is a million-member nonprofit conservation and education organization with the mission to inspire people to plant, nurture, and celebrate trees.

Corinth achieved Tree City USA recognition by meeting the program's four requirements: a tree board or department, a tree-care ordinance, an annual community forestry budget of at least \$2 per capita and an Arbor Day observance and proclamation.

RECOMMENDATION

CONSENT ITEM 3.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: Approve DCAD Budget
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and approve the 2021 Proposed Budget for the Denton Central Appraisal District.

AGENDA ITEM SUMMARY/BACKGROUND

The Texas Property Tax Code requires taxing jurisdictions to review the Appraisal District budget. The Proposed Budget (attached) was completed in accordance with the requirements of the Texas Property Tax Code (Sec 6.06). A public hearing will be held on the proposed budget on June 11, 2020 at 3:00 pm at 3901 Morse Street, Denton, Texas.

In order to change the proposed budget, Property Tax Code Section 6.06 states that a majority of the taxing entities must adopt resolutions disapproving a budget and file them with the secretary of the board within 30 days after its adoption. If this occurs, the budget does not take effect and the board must adopt a new budget within 30 days of the disapproval. The Appraisal District services 90 taxing entities. To date, no taxing entities have filed resolutions disapproving the proposed budget.

The proposed budget totals \$14,234,603. DCAD is proposing the use of fund balance reserves in the amount of \$514,934 to keep costs level for the taxing entities. The proposed 2021 budget allocation for the City of Corinth is estimated at \$78,890. This represents an increase of \$5,544 or 7.5% percent over the prior year budget of \$73,346. The tax unit allocations are based on a percentage of each taxing unit's current tax levy. The City's 2021 budget allocation to the Appraisal District is an estimated amount using the 2019 levies. The allocation will change depending on legislative changes and increases/decreases to the City's levy. The City's allocation for the Appraisal District's Budget is included in the General Fund Budget.

RECOMMENDATION

Staff recommends approving the 2021 Proposed Budget for the Denton Central Appraisal District.

Attachments

DCAD 2021 Proposed Budget



DENTON CENTRAL APPRAISAL DISTRICT

TO: Taxing Jurisdictions Served by DCAD

FROM: Hope McClure, Chief Appraiser

DATE: May 22, 2020

SUBJECT: Proposed 2021 Budget

2020 has been the year of change. Along with the many external changes imposed on all of us, Denton CAD has also undergone a restructure of leadership. With restructure comes new visions and goals. My goal for Denton CAD moving forward is, and always will be, to create greater efficiency, flexibility, and stewardship with our budget and the District's resources.

The one thing that will not be changing this year is the entities allocation amounts to the District. My team and I worked diligently to find areas where we could reduce costs without reducing production. As a result, there will be **zero increase** towards the jurisdictions in 2021.

The 2021 total proposed budget comes to \$14,234,603.28, and the District proposes to use \$514,934.71 from fund balance to keep costs level for the entities. The entities' allocations for 2021 should only be affected by the change in their 2020 tax levies. Please remember that the 2021 proposed allocations are just **estimated** amounts. The 2019 levies were used for calculation purposes. Therefore your 2021 allocations could change depending on the increase/decrease to your 2020 levies.

The Chief Appraiser's proposed 2021 budget is hereby submitted. The proposed budget was completed in accordance with the requirements of the Texas Property Tax Code (Sec 6.06). A public hearing will be held on the proposed budget on June 11, 2020 at 3:00 pm at 3901 Morse Street, Denton, Texas. The public hearing notice was published in accordance with the Texas Property Tax Code (Sec 6.06 and 6.062).

Thank you to everyone for your continued partnership with Denton CAD to best serve the citizens of Denton County,

Hope McClure, RPA, CTA, CCA
 Denton Central Appraisal District
 Chief Appraiser

Notice Of Public Hearing On Denton Central Appraisal District 2021 Budget

The Denton Central Appraisal District will hold a public hearing on a proposed budget for the 2021 fiscal year. The public hearing will be held on June 11, 2020 at 3:00 P.M. at 3901 Morse Street, Denton, Texas.

A summary of the appraisal district budget follows:

The total amount of the proposed budget.	\$14,234,603.28
The total amount of increase over the current year's budget.	\$14,934.71
The number of employees compensated under the proposed budget.	81
The number of employees compensated under the current budget.	83

The appraisal district is supported solely by payments from the local taxing units served by the appraisal district.

If approved by the appraisal district board of directors at the public hearing, this proposed budget will take effect automatically unless disapproved by the governing bodies of the county, school districts, cities and towns served by the appraisal district.

A copy of the proposed budget is available for public inspection in the office of each of those governing bodies. A copy is also available for public inspection at the appraisal district office.

Roy Atwood
Secretary of the Board of Directors
Denton Central Appraisal District
3911 Morse Street
Denton, Texas 76208
(940) 349-3800

Denton Central Appraisal District

2021 Budget

**SUMMARY OF 2020 REVENUES AND EXPENSES BUDGET AND
COMPARISON TO THE 2021 REVENUES AND EXPENSES BUDGET**

<u>CLASSIFICATION</u>	<u>2020 BUDGET</u>	<u>2021 BUDGET</u>
REVENUES:		
FUNDING FROM JURISDICTIONS	\$13,700,168.57	\$13,700,168.57
DCAD DESIGNATED FUND	\$500,000.00	\$514,934.71
INTEREST INCOME	\$14,500.00	\$14,500.00
OTHER SERVICES	\$2,500.00	\$2,500.00
MISCELLANEOUS INCOME	\$2,500.00	\$2,500.00
TOTAL REVENUES	<u>\$14,219,668.57</u>	<u>\$14,234,603.28</u>
EXPENSES:		
TOTAL BUDGETED EXPENSES	<u>\$14,219,668.57</u>	<u>\$14,234,603.28</u>
TOTAL BUDGET	<u>\$14,219,668.57</u>	<u>\$14,234,603.28</u>

	2020 YEAR	2021 YEAR	+/- CHANGE	+/- PERCENTAGE
ACCOUNTS	473,000	490,000	17,000	3.59%
BUDGET	\$14,219,668.57	\$14,234,603.28	\$14,934.71	0.11%
COST PER PARCEL	\$30.06	\$29.05	(\$1.01)	-3.37%

2021 BUDGET ALLOCATIONS

*The 2021 proposed budget allocations are **estimated** amounts. 2019 levies are used for calculation purposes. Please be aware that allocations will change for each entity based on the increases/decreases to their 2020 actual levies.*

<u>JURISDICTIONS</u>	2019 <u>TAX LEVY</u>	% OF TOTAL <u>LEVIES</u>	2021 BUDGET <u>ALLOCATIONS</u>
SCHOOL DISTRICTS:			
S01 ARGYLE ISD	37,128,083.87	1.6419%	\$224,945.43
S02 AUBREY ISD	18,366,708.02	0.8122%	\$111,277.14
S03 CARROLLTON-FB ISD	59,024,943.76	2.6103%	\$357,610.46
S04 CELINA ISD	488,822.24	0.0216%	\$2,961.59
S05 DENTON ISD	295,531,197.30	13.0693%	\$1,790,515.00
S06 FRISCO ISD	163,645,356.81	7.2369%	\$991,467.12
S07 KRUM ISD	13,085,266.48	0.5787%	\$79,278.82
S08 LAKE DALLAS ISD	33,646,993.12	1.4880%	\$203,854.78
S09 LEWISVILLE ISD	567,169,712.35	25.0820%	\$3,436,273.01
S10 LITTLE ELM ISD	78,451,119.07	3.4693%	\$475,306.52
S11 NORTHWEST ISD	134,143,137.27	5.9322%	\$812,724.01
S12 PILOT POINT ISD	8,818,607.79	0.3900%	\$53,428.71
S13 PONDER ISD	11,322,386.50	0.5007%	\$68,598.18
S14 SANGER ISD	15,827,522.12	0.6999%	\$95,893.14
S15 ERA ISD	2,027.83	0.0001%	\$12.29
S16 SLIDELL ISD	578,832.55	0.0256%	\$3,506.93
S17 PROSPER ISD	19,266,046.33	0.8520%	\$116,725.90
SCHOOL DISTRICTS TOTALS	<u>1,456,496,763.41</u>	<u>64.4107%</u>	<u>\$8,824,379.03</u>
G01 DENTON COUNTY	<u>247,431,380.52</u>	<u>10.9422%</u>	<u>\$1,499,095.87</u>

<u>JURISDICTIONS</u>	<u>2019 TAX LEVY</u>	<u>% OF TOTAL LEVIES</u>	<u>2021 BUDGET ALLOCATIONS</u>
CITIES:			
C26 TOWN OF ARGYLE	2,959,475.63	0.1309%	\$17,930.38
C01 CITY OF AUBREY	1,867,878.51	0.0826%	\$11,316.79
C31 TOWN OF BARTONVILLE	828,165.13	0.0366%	\$5,017.55
C02 CITY OF CARROLLTON	51,262,543.81	2.2670%	\$310,580.93
C49 CITY OF CELINA	689,033.92	0.0305%	\$4,174.60
C03 CITY OF THE COLONY	34,888,672.63	1.5429%	\$211,377.66
C21 TOWN OF COPPELL	1,025,572.93	0.0454%	\$6,213.57
C27 TOWN OF COPPER CANYON	810,865.60	0.0359%	\$4,912.74
C04 CITY OF CORINTH	13,021,117.78	0.5758%	\$78,890.17
C20 CITY OF DALLAS	13,676,589.33	0.6048%	\$82,861.43
C05 CITY OF DENTON	76,140,018.15	3.3671%	\$461,304.41
C42 CITY OF DISH	149,134.10	0.0066%	\$903.55
C30 TOWN OF DOUBLE OAK	1,170,137.06	0.0517%	\$7,089.43
C47 TOWN OF DRAPER	8,450.41	0.0004%	\$51.20
C07 TOWN OF FLOWER MOUND	51,447,530.59	2.2752%	\$311,701.70
C36 CITY OF FORT WORTH	18,606,878.46	0.8229%	\$112,732.24
C32 CITY OF FRISCO	53,425,797.31	2.3627%	\$323,687.29
C39 CITY OF GRAPEVINE	193.11	0.0000%	\$1.17
C22 TOWN OF HACKBERRY	162,339.32	0.0072%	\$983.55
C38 CITY OF HASLET	3,649.77	0.0002%	\$22.11
C19 TOWN OF HICKORY CREEK	2,041,116.91	0.0903%	\$12,366.38
C08 CITY OF HIGHLAND VILLAGE	13,422,336.68	0.5936%	\$81,321.01
C09 CITY OF JUSTIN	2,590,307.22	0.1146%	\$15,693.72
C18 CITY OF KRUGERVILLE	698,441.11	0.0309%	\$4,231.60
C10 CITY OF KRUM	2,551,196.65	0.1128%	\$15,456.76
C11 CITY OF LAKE DALLAS	3,362,739.64	0.1487%	\$20,373.60
C25 CITY OF LAKEWOOD VILLAGE	447,069.83	0.0198%	\$2,708.63
C12 CITY OF LEWISVILLE	53,062,623.49	2.3466%	\$321,486.95
C13 TOWN OF LITTLE ELM	28,239,931.60	1.2489%	\$171,095.38
C45 CITY OF NEW FAIRVIEW	4,669.64	0.0002%	\$28.29
C33 TOWN OF NORTHLAKE	2,644,488.45	0.1169%	\$16,021.98
C24 CITY OF OAK POINT	2,598,831.29	0.1149%	\$15,745.36
C14 CITY OF PILOT POINT	1,965,544.17	0.0869%	\$11,908.51
C29 CITY OF PLANO	6,087,040.82	0.2692%	\$36,879.15
C15 TOWN OF PONDER	1,322,631.05	0.0585%	\$8,013.34
C48 CITY OF PROSPER	3,928,705.54	0.1737%	\$23,802.58
C51 TOWN OF PROVIDENCE VILLAGE	4,490,146.86	0.1986%	\$27,204.15
C17 CITY OF ROANOKE	8,297,752.77	0.3670%	\$50,273.04
C16 CITY OF SANGER	4,717,417.97	0.2086%	\$28,581.10
C34 TOWN OF SHADY SHORES	1,073,033.07	0.0475%	\$6,501.11
C37 CITY OF SOUTHLAKE	630,339.55	0.0279%	\$3,819.00
C28 CITY OF TROPHY CLUB	8,815,413.86	0.3898%	\$53,409.36
C44 CITY OF WESTLAKE	148,107.79	0.0065%	\$897.33
CITIES TOTALS	475,283,929.51	21.0185%	\$2,879,570.80

<u>JURISDICTIONS</u>	<u>2019 TAX LEVY</u>	<u>% OF TOTAL LEVIES</u>	<u>2021 BUDGET ALLOCATIONS</u>
SPECIAL DISTRICTS:			
ESD1 DENTON CO EMER SER DIST	3,516,770.39	0.1555%	\$21,306.82
ESD2 TROPHY CLUB PID #1 EM SER	513,750.62	0.0227%	\$3,112.63
W04 CLEARCREEK WATERSHED AUTH	268,272.41	0.0119%	\$1,625.36
L01 DEN CO LEVY IMPR DIST #1	1,266,367.76	0.0560%	\$7,672.46
MMD1 HIGHWAY 380 MUN MAN DIST	1,389,455.89	0.0614%	\$8,418.20
MMD3 NORTHLAKE MUN. MAN. DIST. #1	223,243.58	0.0099%	\$1,352.55
PID7 NORTHLAKE PID NO 1	1,052,400.21	0.0465%	\$6,376.11
W03 TROPHY CLUB MUD #1	1,481,176.10	0.0655%	\$8,973.90
W10 DCFWSD #1B	2,085,708.44	0.0922%	\$12,636.54
W11 DCFWSD #1C	1,243,614.29	0.0550%	\$7,534.60
W12 DCFWSD #1D	2,576,822.31	0.1140%	\$15,612.02
W13 DCFWSD #6	7,125,994.28	0.3151%	\$43,173.78
W15 DCFWSD #1E	2,213,414.31	0.0979%	\$13,410.26
W17 DCFWSD #10	13,031,041.37	0.5763%	\$78,950.29
W18 DCFWSD #8A	2,272,111.71	0.1005%	\$13,765.89
W19 DCFWSD #8B	1,446,626.08	0.0640%	\$8,764.58
W20 DCFWSD #11A	3,849,985.40	0.1703%	\$23,325.65
W21 DCFWSD #7	7,516,121.77	0.3324%	\$45,537.42
W22 DENTON CO MUD #4	1,349,497.63	0.0597%	\$8,176.11
W23 DENTON CO MUD #5	1,338,098.04	0.0592%	\$8,107.04
W24 FRISCO WEST WCID	3,973,644.84	0.1757%	\$24,074.85
W25 DCFWSD #11B	1,851,544.20	0.0819%	\$11,217.83
W26 DCFWSD #4A	733,039.01	0.0324%	\$4,441.21
W 27 OAK POINT WATER CONT. #1	624,648.77	0.0276%	\$3,784.52
W28 OAK POINT WATER CONT. #2	494,064.07	0.0218%	\$2,993.35
W29 OAK POINT WATER CONT. #3	248,641.16	0.0110%	\$1,506.43
W30 SMILEY RD WCID #1	2,954.97	0.0001%	\$17.90
W31 DCFWSD #1F	3,261,382.69	0.1442%	\$19,759.52
W32 DCFWSD #11C	1,383,772.39	0.0612%	\$8,383.77
W33 NORTH FT WORTH WCID NO 1	3,507.50	0.0002%	\$21.25
W34 DCFWSD #1G	3,303,730.91	0.1461%	\$20,016.09
W36 DCFWSD #1H	1,765,981.28	0.0781%	\$10,699.43
W39 BELMONT FWSD NO 1	4,724,402.06	0.2089%	\$28,623.42
W41 THE LAKES FWSD	602,908.14	0.0267%	\$3,652.80
W42 CANYON FALLS WCID #2	1,383,427.72	0.0612%	\$8,381.68
W43 OAK POINT WATER CONT. #4	710,351.12	0.0314%	\$4,303.76
W44 CANYON FALLS MUD NO 1	148,222.14	0.0066%	\$898.02
W45 BELMONT FWSD NO 2	357,168.91	0.0158%	\$2,163.96
W47 DENTON CO MUD #6	641,723.46	0.0284%	\$3,887.97
W49 DENTON CO MUD #9	76,277.77	0.0034%	\$462.14
W 54 DENTON CO MUD #10	123.29	0.0000%	\$0.76
SPECIAL DISTRICTS TOTALS	82,051,988.99	3.6286%	\$497,122.87
GRAND TOTALS	2,261,264,062.43	100.0000%	\$13,700,168.57

2021 BUDGET

ACCT	ACCOUNT TITLE	2020 BUDGET	2021 BUDGET	CHANGE IN BUDGET
5100	PERSONNEL SERVICES			
5110	SALARIES	\$6,790,012.64	\$6,745,314.12	(\$44,698.52)
5120	LONGEVITY PAY	\$143,630.00	\$114,100.00	(\$29,530.00)
5130	SOCIAL SECURITY (FICA)	\$571,707.88	\$560,281.53	(\$11,426.35)
5140	RETIREMENT (TCDRS)	\$1,187,814.87	\$1,190,260.79	\$2,445.92
5150	WORKERS' COMP INSURANCE	\$71,356.82	\$69,690.97	(\$1,665.85)
5160	GROUP HEALTH INSURANCE	\$1,275,892.85	\$1,327,170.33	\$51,277.48
	TOTAL 5100 - PERSONNEL SERVICES	\$10,040,415.06	\$10,006,817.74	(\$33,597.32)
5200	EDUCATION & TRAINING			
5210	MEMBERSHIPS, SUBSCRIPTIONS & DUES	\$36,427.95	\$32,897.95	(\$3,530.00)
5220	TRAINING - SCHOOLS, CONFERENCES, AND TRAVEL	\$132,284.50	\$120,834.50	(\$11,450.00)
	TOTAL 5200 - EDUCATION & TRAINING	\$168,712.45	\$153,732.45	(\$14,980.00)
5300	SERVICES RECEIVED			
5310	APPRAISAL REVIEW BOARD	\$181,185.00	\$332,645.00	\$151,460.00
5315	OIL, GAS, HEAVY INDUSTRIAL, AND			\$0.00
5320	UTILITY VALUATION	\$180,000.00	\$180,000.00	\$0.00
5325	LEGAL SERVICES	\$384,000.00	\$434,000.00	\$50,000.00
5330	AUDIT & PAYROLL PROCESSING	\$34,000.00	\$40,000.00	\$6,000.00
5340	DEEDS, SALES, AND VALUE INFORMATION	\$127,505.07	\$131,575.07	\$4,070.00
5345	AUTO EXPENSE REIMBURSEMENT	\$599,585.02	\$518,676.57	(\$80,908.45)
5350	GENERAL INSURANCE	\$39,218.72	\$35,581.10	(\$3,637.62)
5360	PRINTING SERVICE	\$130,442.25	\$129,760.74	(\$681.51)
5370	POSTAGE & FREIGHT	\$269,249.84	\$269,249.84	\$0.00
5380	LEGAL NOTICES & ADVERTISING	\$6,000.00	\$6,000.00	\$0.00
5390	OFFICE SUPPLIES	\$103,345.00	\$89,695.00	(\$13,650.00)
	TOTAL 5300 - SERVICES RECEIVED	\$2,054,530.90	\$2,167,183.31	\$112,652.41
5400	UTILITIES & MAINTENANCE			
5410	OFFICE EQUIPMENT MAINTENANCE	\$25,723.00	\$17,743.00	(\$7,980.00)
5420	INFORMATION SERVICES MAINTENANCE	\$797,840.00	\$652,840.00	(\$145,000.00)
5430	ELECTRICITY, WATER, SEWER, & SOLID WASTE	\$136,710.00	\$111,710.00	(\$25,000.00)
5440	TELEPHONE	\$122,920.44	\$110,920.44	(\$12,000.00)
5450	BUILDING & GROUNDS MAINTENANCE	\$169,131.00	\$169,131.00	\$0.00
	TOTAL 5400 - UTILITIES & MAINTENANCE	\$1,252,324.44	\$1,062,344.44	(\$189,980.00)
5500	CAPITAL OUTLAY			
5510	FURNITURE & EQUIPMENT	\$71,970.00	\$69,470.00	(\$2,500.00)
5520	BUILDING & LAND IMPROVEMENTS	\$50,000.00	\$50,000.00	\$0.00
	TOTAL 5500 - CAPITAL OUTLAY	\$121,970.00	\$119,470.00	(\$2,500.00)
5600	MISCELLANEOUS			
5610	CONTINGENCY	\$65,209.72	\$71,098.34	\$5,888.62
5620	MISCELLANEOUS	\$35,345.00	\$135,985.00	\$100,640.00
	TOTAL 5600 - MISCELLANEOUS	\$100,554.72	\$207,083.34	\$106,528.62
5900	DEBT SERVICE			
5920	EQUIPMENT PAYMENTS	\$481,161.00	\$517,972.00	\$36,811.00
	TOTAL 5900 - DEBT SERVICE	\$481,161.00	\$517,972.00	\$36,811.00
		\$14,219,668.57	\$14,234,603.28	\$14,934.71

2021 BUDGET SUMMARY BY DEPARTMENT

ACCT	ACCOUNT TITLE	DEPT #101 ADMINISTRATION	DEPT #102 CUSTOMER SERV	DEPT #104 INFO SERVICES	DEPT #105 OVERHEAD	DEPT #201 COMMERCIAL	DEPT #202 SALES	DEPT #203 PERSONAL PROP	DEPT #204 RESIDENTIAL	TOTAL 2021 BUDGET
5100	PERSONNEL SERVICES									
5110	SALARIES	\$1,029,946.12	\$555,811.44	\$923,001.53	\$199,200.00	\$831,044.80	\$558,640.06	\$723,782.31	\$1,923,887.86	\$6,745,314.12
5120	LONGEVITY PAY	\$6,675.00	\$13,060.00	\$15,620.00	\$0.00	\$16,890.00	\$19,470.00	\$9,275.00	\$33,110.00	\$114,100.00
5130	SOCIAL SECURITY (FICA)	\$84,366.80	\$43,940.77	\$73,492.98	\$15,238.80	\$71,620.73	\$47,602.28	\$61,144.17	\$162,875.01	\$560,281.53
5140	RETIREMENT (TCDRS)	\$150,867.60	\$80,414.49	\$131,103.22	\$201,026.72	\$131,070.61	\$87,115.28	\$110,117.28	\$298,545.59	\$1,190,260.79
5150	WORKERS' COMP INSURANCE	\$11,571.75	\$2,757.07	\$5,243.41	\$1,673.28	\$10,519.45	\$6,354.98	\$8,359.96	\$23,211.08	\$69,690.97
5160	GROUP HEALTH INSURANCE	\$0.00	\$0.00	\$0.00	\$1,327,170.33	\$0.00	\$0.00	\$0.00	\$0.00	\$1,327,170.33
	TOTAL 5100 - PERSONNEL SERVICES	\$1,283,427.27	\$695,983.77	\$1,148,461.13	\$1,744,309.13	\$1,061,145.58	\$719,182.59	\$912,678.73	\$2,441,629.54	\$10,006,817.74
5200	EDUCATION & TRAINING									
5210	MEMBERSHIPS, SUBSCRIPTIONS & DUES	\$7,778.00	\$10,845.00	\$1,270.00	\$2,364.95	\$3,080.00	\$750.00	\$1,790.00	\$5,020.00	\$32,897.95
5220	TRAINING, SCHOOLS, CONF, AND TRAVEL	\$17,800.00	\$8,500.00	\$10,750.00	\$25,234.50	\$8,850.00	\$3,800.00	\$12,300.00	\$33,600.00	\$120,834.50
	TOTAL 5200 - EDUCATION & TRAINING	\$25,578.00	\$19,345.00	\$12,020.00	\$27,599.45	\$11,930.00	\$4,550.00	\$14,090.00	\$38,620.00	\$153,732.45
5300	SERVICES RECEIVED									
5310	APPRAISAL REVIEW BOARD	\$0.00	\$0.00	\$0.00	\$332,645.00	\$0.00	\$0.00	\$0.00	\$0.00	\$332,645.00
5315	OIL, GAS, HEAVY INDUSTRIAL, AND UTILITY VALUATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180,000.00	\$0.00	\$180,000.00
5325	LEGAL SERVICES	\$0.00	\$0.00	\$0.00	\$434,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$434,000.00
5330	AUDIT & PAYROLL PROCESSING	\$0.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
5340	DEEDS, SALES, AND VALUE INFORMATION	\$0.00	\$40,000.00	\$0.00	\$9,265.72	\$4,607.00	\$59,133.00	\$11,020.40	\$7,548.95	\$131,575.07
5345	AUTO EXPENSE REIMBURSEMENT	\$67,247.88	\$17,592.74	\$17,243.22	\$0.00	\$88,283.83	\$44,141.92	\$66,212.88	\$217,954.11	\$518,676.57
5350	GENERAL INSURANCE	\$0.00	\$0.00	\$0.00	\$35,581.10	\$0.00	\$0.00	\$0.00	\$0.00	\$35,581.10
5360	PRINTING SERVICE	\$0.00	\$0.00	\$0.00	\$129,760.74	\$0.00	\$0.00	\$0.00	\$0.00	\$129,760.74
5370	POSTAGE & FREIGHT	\$0.00	\$0.00	\$0.00	\$269,249.84	\$0.00	\$0.00	\$0.00	\$0.00	\$269,249.84
5380	LEGAL NOTICES & ADVERTISING	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
5390	OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$89,695.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89,695.00
	TOTAL 5300 - SERVICES RECEIVED	\$67,247.88	\$57,592.74	\$17,243.22	\$1,346,197.40	\$92,890.83	\$103,274.92	\$257,233.28	\$225,503.06	\$2,167,183.31
5400	UTILITIES & MAINTENANCE									
5410	OFFICE EQUIPMENT MAINTENANCE	\$0.00	\$0.00	\$0.00	\$17,743.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,743.00
5420	INFORMATION SERVICES MAINTENANCE	\$0.00	\$0.00	\$652,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$652,840.00
5430	ELECTRICITY, WATER, SEWER, & SOLID WASTE	\$0.00	\$0.00	\$0.00	\$111,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$111,710.00
5440	TELEPHONE	\$0.00	\$0.00	\$0.00	\$110,920.44	\$0.00	\$0.00	\$0.00	\$0.00	\$110,920.44
5450	BUILDING & GROUNDS MAINTENANCE	\$0.00	\$0.00	\$0.00	\$169,131.00	\$0.00	\$0.00	\$0.00	\$0.00	\$169,131.00
	TOTAL 5400 - UTILITIES & MAINTENANCE	\$0.00	\$0.00	\$652,840.00	\$409,504.44	\$0.00	\$0.00	\$0.00	\$0.00	\$1,062,344.44
5500	CAPITAL OUTLAY									
5510	FURNITURE & EQUIPMENT	\$5,900.00	\$4,260.00	\$35,900.00	\$10,000.00	\$2,260.00	\$4,400.00	\$3,000.00	\$3,750.00	\$69,470.00
5520	BUILDING & LAND IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
	TOTAL 5500 - CAPITAL OUTLAY	\$5,900.00	\$4,260.00	\$35,900.00	\$60,000.00	\$2,260.00	\$4,400.00	\$3,000.00	\$3,750.00	\$119,470.00
5600	MISCELLANEOUS									
5610	CONTINGENCY	\$0.00	\$0.00	\$0.00	\$71,098.34	\$0.00	\$0.00	\$0.00	\$0.00	\$71,098.34
5620	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$135,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135,985.00
	TOTAL 5600 - MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$207,083.34	\$0.00	\$0.00	\$0.00	\$0.00	\$207,083.34
5920	EQUIPMENT PAYMENTS	\$0.00	\$0.00	\$0.00	\$517,972.00	\$0.00	\$0.00	\$0.00	\$0.00	\$517,972.00
	TOTAL 5900 - DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$517,972.00	\$0.00	\$0.00	\$0.00	\$0.00	\$517,972.00
	TOTALS:	\$1,382,153.15	\$777,181.51	\$1,866,464.35	\$4,312,665.76	\$1,168,226.41	\$831,407.50	\$1,187,002.00	\$2,709,502.59	\$14,234,603.28

2021 BUDGET

5100 - PERSONNEL SERVICES

CLASSIFICATION	2020 BUDGET	2021 BUDGET	INCREASE OR DECREASE
ACCT #5110 - SALARIES	\$6,790,012.64	\$6,745,314.12	(\$44,698.52)
FULL-TIME SALARIES, SALARY ADJUSTMENTS & PART-TIME SALARIES	\$6,745,314.12		
TOTAL ACCOUNT #5110	\$6,745,314.12		
ACCT #5120 - LONGEVITY PAY	\$143,630.00	\$114,100.00	(\$29,530.00)
DCAD RECOGNIZES CONTINUED SERVICE WITH LONGEVITY PAY.			
TOTAL ACCOUNT #5120	\$114,100.00		
ACCT #5130 - SOCIAL SECURITY (FICA)	\$571,707.88	\$560,281.53	(\$11,426.35)
SOCIAL SECURITY IS CALCULATED ON BOTH FULL AND PART-TIME SALARIES AND LONGEVITY.			
TOTAL ACCOUNT #5130	\$560,281.53		
ACCT #5140 - RETIREMENT (TCDRS)	\$1,187,814.87	\$1,190,260.79	\$2,445.92
RETIREMENT IS APPLICABLE ONLY TO FULL-TIME EMPLOYEES.			
TOTAL ACCOUNT #5140	\$1,190,260.79		
ACCT #5150 - WORKERS' COMP INSURANCE	\$71,356.82	\$69,690.97	(\$1,665.85)
THE DISTRICT PAYS WORKERS' COMPENSATION PREMIUMS ON ALL FULL AND PART-TIME EMPLOYEES.			
TOTAL ACCOUNT #5150	\$69,690.97		
ACCT #5160 - GROUP HEALTH INSURANCE	\$1,275,892.85	\$1,327,170.33	\$51,277.48
GROUP HEALTH INSURANCE IS PROVIDED TO ALL FULL-TIME EMPLOYEES.			
TOTAL ACCOUNT #5160	\$1,327,170.33		
TOTAL 5100 - PERSONNEL SERVICES	\$10,040,415.06	\$10,006,817.74	(\$33,597.32)

2021 BUDGET

5200 - EDUCATION & TRAINING

CLASSIFICATION	2020 BUDGET	2021 BUDGET	INCREASE OR DECREASE
ACCT #5210 - MEMBERSHIPS, SUBSC & DUES	\$36,427.95	\$32,897.95	(\$3,530.00)
THIS ACCOUNT IS CHARGED FOR ALL MEMBERSHIPS AND DUES, AND SUBSCRIPTIONS TO EDUCATIONAL MEDIA.			
TOTAL ACCOUNT #5210	<u>\$32,897.95</u>		
ACCT #5220 - TRAINING - SCHOOLS, CONFERENCES & TRAVEL	\$132,284.50	\$120,834.50	(\$11,450.00)
THIS ACCOUNT IS CHARGED FOR ALL EDUCATIONAL RELATED TRAINING AND TRAVEL.			
TOTAL ACCOUNT #5220	<u>\$120,834.50</u>		
TOTAL 5200 - EDUCATION & TRAINING	<u>\$168,712.45</u>	<u>\$153,732.45</u>	<u>(\$14,980.00)</u>

2021 BUDGET

5300 - SERVICES RECEIVED

CLASSIFICATION	2020 BUDGET	2021 BUDGET	INCREASE OR DECREASE
ACCT #5310 - APPRAISAL REVIEW BOARD	\$181,185.00	\$332,645.00	\$151,460.00
THIS BUDGET ITEM IS CHARGED FOR PAYMENTS TO THE 33 MEMBER ARB PANEL FOR WORK PERFORMED DURING THE MANDATED EQUALIZATION PROCESS. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5310	\$332,645.00		
ACCT #5315 - OIL, GAS, HEAVY INDUSTRIAL, AND UTILITY VALUATION	\$180,000.00	\$180,000.00	\$0.00
THIS BUDGET ITEM IS FOR CONTRACTED SERVICES. IT IS A BID ITEM. THIS ACCOUNT IS APPLICABLE ONLY TO THE PERSONAL PROPERTY DEPARTMENT.			
TOTAL ACCOUNT #5315	\$180,000.00		
ACCT #5325 - LEGAL SERVICES	\$384,000.00	\$434,000.00	\$50,000.00
THIS BUDGET ITEM IS CHARGED FOR ALL LEGAL EXPENSES ASSOCIATED WITH DEFENDING VALUES. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5325	\$434,000.00		
ACCT #5330 - AUDIT & PAYROLL PROCESSING	\$34,000.00	\$40,000.00	\$6,000.00
THIS BUDGET ITEM IS FOR THE ANNUAL AUDIT AND FOR PAYROLL PROCESSING. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5330	\$40,000.00		
ACCT #5340 - DEED, SALES, AND VALUE INFORMATION	\$127,505.07	\$131,575.07	\$4,070.00
THIS BUDGET ITEM IS CHARGED FOR EXPENSES INCURRED TO OBTAIN OWNERSHIP, SALES AND VALUE INFORMATION.			
TOTAL ACCOUNT #5340	\$131,575.07		
ACCT #5345 - AUTO EXPENSE REIMBURSEMENT	\$599,585.02	\$518,676.57	(\$80,908.45)
THIS BUDGET ITEM IS TO COMPENSATE EMPLOYEES FOR THE USE OF THEIR PRIVATELY OWNED VEHICLES DURING THE PERFORMANCE OF THEIR JOB DUTIES.			
TOTAL ACCOUNT #5345	\$518,676.57		

2021 BUDGET

5300 - SERVICES RECEIVED (continued)

CLASSIFICATION	2020 BUDGET	2021 BUDGET	INCREASE OR DECREASE
ACCT #5350 - GENERAL INSURANCE	\$39,218.72	\$35,581.10	(\$3,637.62)
ALL INSURANCE EXCEPT GROUP HEALTH AND WORKERS' COMPENSATION IS CHARGED TO THIS ACCOUNT. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5350	\$35,581.10		
ACCT #5360 - PRINTING SERVICES	\$130,442.25	\$129,760.74	(\$681.51)
THIS ACCOUNT IS CHARGED FOR ALL ITEMS THAT ARE PRINTED AND MAILED. ITEMS THAT ARE PRINTED AND CONSUMED WITHIN THE BUILDING ARE CHARGED TO OFFICE SUPPLIES. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5360	\$129,760.74		
ACCT #5370 - POSTAGE AND FREIGHT	\$269,249.84	\$269,249.84	\$0.00
THIS ITEM IS CHARGED FOR ALL ITEMS THAT ARE MAILED. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5370	\$269,249.84		
ACCT #5380 - LEGAL NOTICES & ADVERTISING	\$6,000.00	\$6,000.00	\$0.00
THIS ACCOUNT IS CHARGED FOR ADVERTISEMENTS IN NEWSPAPERS CONCERNING EXEMPTION MATTERS SUCH AS HOMESTEADS, OVER-65, DISABLED VETERANS, AND PRODUCTIVITY VALUATION MATTERS. OTHER ADVERTISEMENTS HAVE TO DO WITH APPRAISAL REVIEW NOTICES, MISCELLANEOUS, CLASSIFIED ADVERTISING, AND INVITATIONS TO BID. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
SB 622 requires a line item indicating expenditures for notices required by law to be published in a newspaper by the political subdivision.			
2019 Actual Expenses for mandated notices is \$3,558.04 2021 Budgeted Expenses for mandated notices is \$5,000.00			
TOTAL ACCOUNT #5380	\$6,000.00		
ACCT #5390 - OFFICE SUPPLIES	\$103,345.00	\$89,695.00	(\$13,650.00)
THE OFFICE SUPPLY BUDGET IS COMPRISED OF EXPENSES INCURRED FOR TRADITIONAL OFFICE SUPPLY ITEMS.			
TOTAL ACCOUNT #5390	\$89,695.00		
TOTAL 5300 - SERVICES RECEIVED	\$2,054,530.90	\$2,167,183.31	\$112,652.41

2021 BUDGET

5400 - UTILITIES AND MAINTENANCE

CLASSIFICATION	2020 BUDGET	2021 BUDGET	INCREASE OR DECREASE
ACCT #5410 - OFFICE EQUIPMENT MAINTENANCE	\$25,723.00	\$17,743.00	(\$7,980.00)
MAINTENANCE OF ALL OFFICE EQUIPMENT EXCEPT THE PRIMARY COMPUTER, PERIPHERAL DEVICES, AND PERSONAL COMPUTERS IS CHARGED TO THIS ACCOUNT.			
TOTAL ACCOUNT #5410	<u>\$17,743.00</u>		
ACCT #5420 - INFORMATION SERVICES MAINTENANCE	\$797,840.00	\$652,840.00	(\$145,000.00)
THIS ACCOUNT IS COMPRISED OF BOTH COMPUTER HARDWARE AND SOFTWARE MAINTENANCE. THIS ACCOUNT IS APPLICABLE TO THE INFORMATION SERVICES AND GIS DEPARTMENT.			
TOTAL ACCOUNT #5420	<u>\$652,840.00</u>		
ACCT #5430 - ELECTRICITY, WATER, SEWER AND SOLID WASTE	\$136,710.00	\$111,710.00	(\$25,000.00)
THIS BUDGET ITEM IS FOR THE DISTRICT'S UTILITIES. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5430	<u>\$111,710.00</u>		
ACCT #5440 - TELEPHONE	\$122,920.44	\$110,920.44	(\$12,000.00)
THIS BUDGET ITEM IS FOR THE DISTRICT'S TELEPHONE EXPENSE. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5440	<u>\$110,920.44</u>		
ACCT #5450 - BUILDING AND GROUNDS MAINTENANCE	\$169,131.00	\$169,131.00	\$0.00
THIS BUDGET ITEM COMPRISES ALL BUILDING AND GROUNDS MAINTENANCE. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5450	<u>\$169,131.00</u>		
TOTAL 5400 - UTILITIES AND MAINTENANCE	<u>\$1,252,324.44</u>	<u>\$1,062,344.44</u>	<u>(\$189,980.00)</u>

2021 BUDGET

5500 - CAPITAL OUTLAY

CLASSIFICATION	2020 BUDGET	2021 BUDGET	INCREASE OR DECREASE
ACCT #5510 - FURNITURE AND EQUIPMENT	\$71,970.00	\$69,470.00	(\$2,500.00)
AN ASSET SCHEDULE APPEARS AT THE BACK OF THE BUDGET.			
TOTAL ACCOUNT #5510	<u>\$69,470.00</u>		
ACCT #5520 - BUILDING AND LAND IMPROVEMENTS	\$50,000.00	\$50,000.00	\$0.00
AN ASSET SCHEDULE APPEARS AT THE BACK OF THE BUDGET.			
TOTAL ACCOUNT #5520	<u>\$50,000.00</u>		
TOTAL 5500 - CAPITAL OUTLAY	<u>\$121,970.00</u>	<u>\$119,470.00</u>	<u>(\$2,500.00)</u>

2021 BUDGET

5600 - MISCELLANEOUS

CLASSIFICATION	2020 BUDGET	2021 BUDGET	INCREASE OR DECREASE
ACCT #5610 - CONTINGENCY	\$65,209.72	\$71,098.34	\$5,888.62
THE FUNDS IN THIS BUDGET ITEM ARE APPROPRIATED FOR UNANTICIPATED EXPENDITURES. ALL ANTICIPATED EXPENDITURES ARE BUDGETED IN SPECIFIC ACCOUNTS. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5610	<u>\$71,098.34</u>		
ACCT #5620 - MISCELLANEOUS	\$35,345.00	\$135,985.00	\$100,640.00
THIS ACCOUNT IS FOR ITEMS THAT WILL NOT FIT WELL IN ANOTHER CATEGORY. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5620	<u>\$135,985.00</u>		
TOTAL 5600 - MISCELLANEOUS	<u>\$100,554.72</u>	<u>\$207,083.34</u>	<u>\$106,528.62</u>

2021 BUDGET

5900 - DEBT SERVICE

CLASSIFICATION	2020 BUDGET	2021 BUDGET	INCREASE OR DECREASE
ACCT #5920 - EQUIPMENT PAYMENTS	\$481,161.00	\$517,972.00	\$36,811.00
THIS ACCOUNT IS CHARGED FOR EQUIPMENT PAYMENTS AND EQUIPMENT LEASES. THIS ACCOUNT IS APPLICABLE ONLY TO THE OVERHEAD DEPARTMENT.			
TOTAL ACCOUNT #5920	<u>\$517,972.00</u>		
TOTAL 5900 - DEBT SERVICE	<u>\$481,161.00</u>	<u>\$517,972.00</u>	<u>\$36,811.00</u>
TOTAL BUDGET	<u>\$14,219,668.57</u>	<u>\$14,234,603.28</u>	\$14,934.71

ACCT # 5510 - FURNITURE & EQUIPMENT

		INCREASE or (DECREASE)
2021 BUDGET =	\$69,470.00	(\$2,500.00)
2020 BUDGET =	\$71,970.00	

DEPT #101 - ADMINISTRATION

(1) MISCELLANEOUS				
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
1		\$2,000.00		\$2,000.00
(2) REPLACEMENT FURNITURE				
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
3		\$1,000.00		\$3,000.00
(3) REPLACEMENT CHAIRS				
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
3		\$300.00		\$900.00
ADMINISTRATION TOTAL =				<u>\$5,900.00</u>

DEPT #102 - CUSTOMER SERVICE

(1) TELEPHONE HEADSETS AND BATTERIES				
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
8		\$325.00		\$2,600.00
(2) SCANNER				
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
1		\$900.00		\$900.00
(3) ELECTRIC STAPLER				
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
2		\$80.00		\$160.00
(4) CHAIRS				
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
2		\$300.00		\$600.00
CUSTOMER SERVICE TOTAL =				<u>\$4,260.00</u>

ACCT # 5510 - FURNITURE & EQUIPMENT**DEPT #104 INFORMATION SERVICES**

(1) MISC PC PERIPHERALS					\$5,000.00
(2) AUDIO/VISUAL EQUIPMENT					\$20,000.00
(3) BACKUP DISK REFRESH					\$10,000.00
(4) CHAIRS					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	3		\$300.00		\$900.00

INFORMATION SERVICES TOTAL=\$35,900.00**DEPT #105 OVERHEAD**

(1) MISCELLANEOUS					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	1		\$5,500.00		\$5,500.00
(2) ARB EQUIPMENT					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	1		\$1,500.00		\$1,500.00
(3) PROJECTORS FOR HEARING ROOMS					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	2		\$1,500.00		\$3,000.00

OVERHEAD TOTAL =\$10,000.00**DEPT #201 - COMMERCIAL**

(1) ELECTRIC STAPLER					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	2		\$80.00		\$160.00
(2) MISCELLANEOUS					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	1		\$300.00		\$300.00
(3) REPLACEMENT CHAIRS					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	3		\$300.00		\$900.00
(4) DESKTOP SCANNERS					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	1		\$900.00		\$900.00

COMMERCIAL TOTAL =\$2,260.00**DEPT #202 - SALES AND RESEARCH**

(1) MISCELLANEOUS					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	1		\$2,000.00		\$2,000.00
(2) LASER SCANNER					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	2		\$900.00		\$1,800.00
(3) CHAIRS (REPLACEMENT)					
	<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=	
	2		\$300.00		\$600.00

SALES & RESEARCH TOTAL =\$4,400.00

ACCT # 5510 - FURNITURE & EQUIPMENT**DEPT #203 - PERSONAL PROPERTY**

(1) MISCELLANEOUS					
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=		
2		\$750.00			\$1,500.00
(2) LASER SCANNER					
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=		
1		\$900.00			\$900.00
(3) CHAIRS					
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=		
2		\$300.00			\$600.00
PERSONAL PROPERTY TOTAL =					<u>\$3,000.00</u>

DEPT #204 - RESIDENTIAL

(1) SCANNER					
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=		
2		\$900.00			\$1,800.00
(2) CHAIRS					
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=		
4		\$300.00			\$1,200.00
(3) MISCELLANEOUS					
<u>QUANTITY</u>	X	<u>UNIT PRICE</u>	=		
1		\$750.00			\$750.00
RESIDENTIAL TOTAL =					<u>\$3,750.00</u>

CONSENT ITEM 4.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: Public Works Emergency Response Team Agreement with NTCOG
Submitted For: Cody Collier, Director **Submitted By:** Cody Collier, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development
Regional Cooperation
Organizational Development

AGENDA ITEM

Consider approval to enter into the North Central Texas Public Works Mutual Aid Agreement with the North Texas Council of Governments (NTCOG) for Corinth to join the Public Works Emergency Response Team (PWERT).

AGENDA ITEM SUMMARY/BACKGROUND

The Public Works Emergency Response Team (PWERT) consists of 62 regional members and far more across the State. NTCOG co-ordinates the members and provides for communication and assistance in times of disaster for interagency assistance. Each agency submits its number of staff, equipment, and skills to the program. In the event of an emergency, the agency in need will make the request to PWERT for assistance. PWERT will then send the request to all member agencies in the region (and beyond if necessary) to provide any needed resources to mitigate the disaster.

Becoming a member of PWERT not only assures Corinth will have access to the assistance we would need for Public Works related emergencies, It also provides Corinth the ability to serve better, represent ourselves to the region, and assist our neighbors in times of need.

RECOMMENDATION

Staff recommends approval and entering into the North Central Texas Public Works Mutual Aid Agreement.

Attachments

PWERT Mutual Aid Agreement
PWERT Region Member Map
PWERT Member Listing

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

This mutual aid agreement (“Agreement”) is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and/or Public/Political Sub-Divisions of the State of Texas adopting this agreement upon a formal order of their respective governing bodies as provided therein may be referred to in this Agreement individually as “Party” and collectively as “Parties.” By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the NCTCOG, the agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

WHEREAS, the Parties *that* wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to *all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code); the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution of laws of the State of Texas;*

WHEREAS, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms *of* that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

WHEREAS, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the “Texas Disaster Act” and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation: The above whereas provisions and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies. This agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway departments, or any Public/Political sub-division that performs a public works function that abides by the provisions as found in this Agreement.
- B. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- C. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- D. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- E. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazards, dam or levee break, drought, explosion, riot,, acts of terrorism and other public calamity requiring emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code entitled Homeland Security) that is or likely to be, beyond the control of the services personnel equipment and facilities of a Party that requires assistance under this Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- F. "Emergency" means any occurrence or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- G. "Homeland security activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- H. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks such as: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

- I. “National Incident Management System (NIMS)” means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- J. “Operational Period” shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty six (36) hours. Typically assistance would be given in Twelve (12) hour shifts for operational efficiencies. It is the intention of this mutual aid to be for assistance in the initial response to the emergency and not part of the long term recovery. If assistance is requested beyond the initial 36 hours, then the Requesting Party must work with the Responding Party directly and put in place a mutual agreeable contract and payment for services rendered. It is also understood that any agency responding under this mutual aid agreement will not receive any reimbursement for their mutual aid assistance up to the first 36 hours, even if the event becomes a declared emergency by the President. After the first 36 hours repayment shall be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.
- K. “Point of Contact” means a person and/or an agency’s department/office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. “Public Works Emergency Response Team” (PWERT) means a working group of Public Works Officials representing their agencies; whose mission is to develop and maintain a region wide network of public works’ related agencies. This teams’ principal purpose is to provide mutual aid response and recovery assistance, to each other, when confronted with natural or man-made emergencies or disasters. This Group is designated as the Administrative Agency to manage this Agreement.
- M. “Requesting Party” means the agency or organization receiving aid and assistance from an Assisting Party.
- N. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52 of the Texas Constitution that typically have a specific or limited purpose including Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts and exist separately from general purpose local governments such as county, city or townships.

Section 4: Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 5 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Section 5: Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Public Works Mutual Aid. The Governing Body of a Party shall, by Resolution, give notice of termination of participation in this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective thirty (30) days after filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

Section 6: Responsibility of Parties

Provision of Aid: Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time.

Section 7: Request for Assistance: The request for assistance will:

- A. Be made only with a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- B. Be made only without a Declaration of a state of Local Civil Emergency or Declaration of Disaster if the Requesting Party expects to use the resource(s) for less than one Operational Period or if the declaration of emergency is expected to be issued during the first Operational Period.
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid: See Attachment 1

Section 9: Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 3 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Section 11: Insurance

- A. Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- B. Automobile Liability Coverage: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.
- C. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

Section 12: Miscellaneous

- A. Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 12E below.
- B. Other Mutual Aid Agreements: This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for the other purposes
- C. Severability: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. Validity and Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. Amendment: This Agreement may be amended only by the mutual written consent of the Parties.
- F. Governing Law and Venue: The Laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event an Emergency or Disaster physically occurring in more

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

- G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page from their Agency to be filed with the PWERT under this Agreement. *PWERT will maintain contact information from all of the parties and provide for a means of communication whenever there is a need to call for mutual aid. This agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.*
- H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

EXECUTED this _____ day of _____, 2019

_____, Texas
(Local Jurisdiction)

By: _____

Printed Name: _____

Title: _____

Attachment 1

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

Here are the suggested steps for your agency to follow when using the Agreement. Generally if the Emergency Operations Center for your city is activated follow the incident command system and associated communications operations plan to request resources.

1. Requesting Party Steps to Follow:

- A. Assess the situation and determine the resources needed.
- B. Fill out the REQUESTING PARTY Checklist (Form 1).
- C. Locate agencies included in the agreement **OR** Contact the Public Works Emergency Response Team (PWERT) standby point of contact for assistance to complete the remaining steps.
- D. Call one or more agencies that may have the resources you need.
- E. Fill out a REQUESTING PARTY MUTUAL AID INFORMATION Form (Form 2).
- F. Send copy of the form to the RESPONDING PARTY as soon as possible.

2. Responding Party Steps to Follow:

- A. Make sure you can fulfill the request before providing an answer. Notes: 1) obtain required local authority to deploy the resources 2) providing assistance is voluntary and an agency is not required to fulfill the request if you determine the resources are critical to your operational needs.
- B. Analyze the risk level of the request.
- C. Complete the RESPONDING PARTY Checklist (Form 3) with the information given by the REQUESTING PARTY.
- D. Brief your employees and prepare the equipment.
- E. Complete the Employee & Equipment Information Form (Form 4). Provide copies to your responding staff and to the REQUESTING PARTY.
- F. Dispatch staff to the REQUESTING PARTY for assistance.

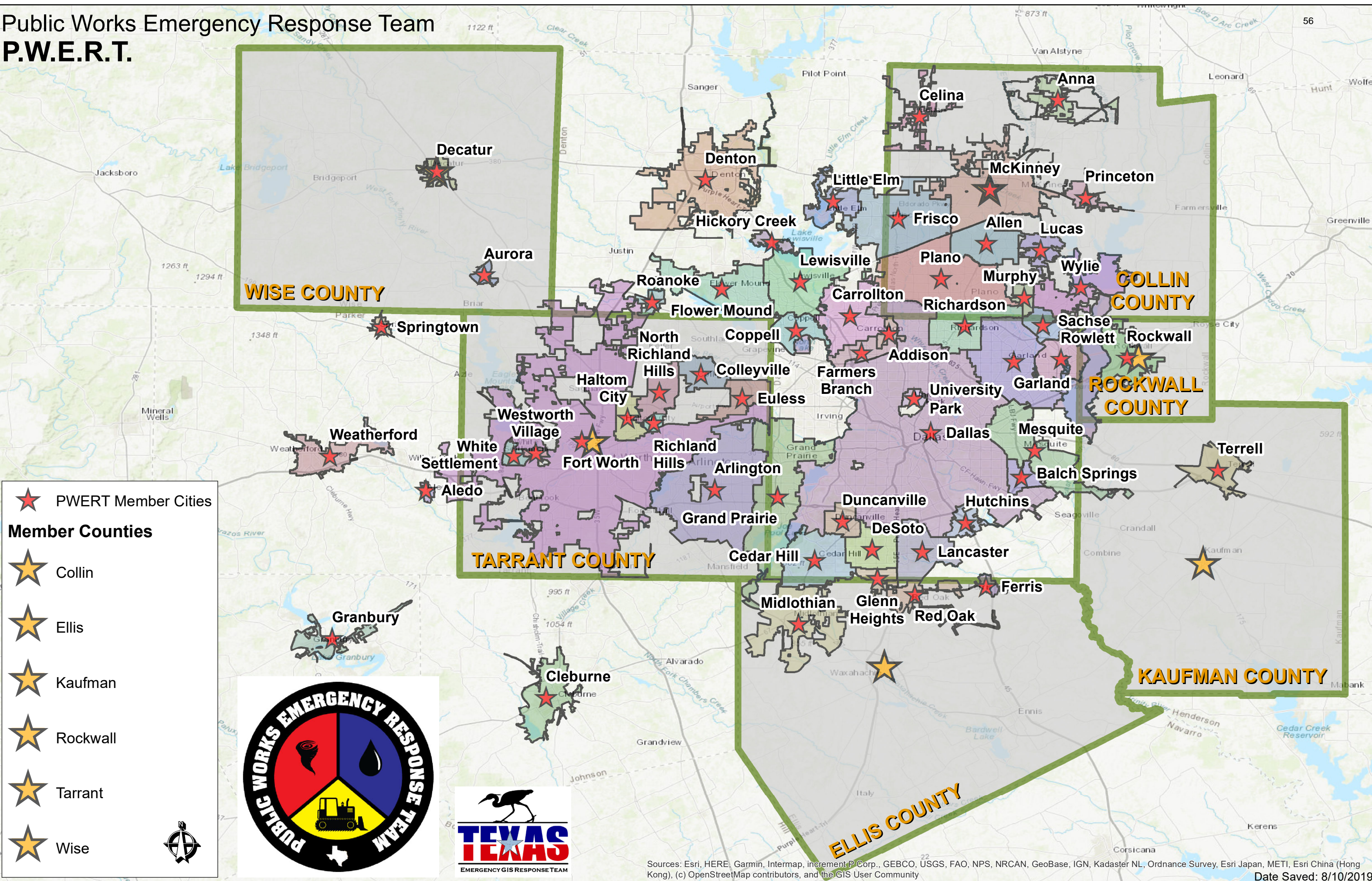
3. Supervision and Control: The responding personnel, equipment and other resources will be under the operational control of the Requesting Party. These response operations shall be NIMS compliant as well as organized and functioning within an Incident Command System (ICS), Unified Control System (UCS). Direct supervision and control of responding party's resources shall remain with their designated supervisor(s). The designated supervisor(s) shall: maintain personnel time records, material records and a log of equipment hours and report work progress to the Requesting Party. The Responding Party's personnel and other resources remain subject to recall by the Responding Party's authority at any time, subject to reasonable notice to the Requesting Party.

4. Food, Housing and Self Sufficiency: Unless specifically instructed otherwise, the Responding Party will have the ability to be self-sufficient as practicable from the time of arrival to their designated staging area location to the time of their arrival back at the Responding Party's home department. However, the requesting agency may need to provide resources for tasks extending normal supplies. For example, if the required tasks require significant mobile activities and fuel, the Requesting Party should be prepared to augment their gas/diesel supplies.

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

5. Communications: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party should be prepared to furnish their own internal communications equipment sufficient to only maintain communications among their respective operating units.

Public Works Emergency Response Team P.W.E.R.T.



-  PWERT Member Cities
- Member Counties**
-  Collin
-  Ellis
-  Kaufman
-  Rockwall
-  Tarrant
-  Wise



PWERT Member Jurisdictions

As of 7/31/19

1	Addison
2	Aledo
3	Allen
4	Anna
5	Arlington
6	Aurora
7	Balch Springs
8	Carrollton
9	Cedar Hill
10	Celina
11	City of Denton
12	Cleburne
13	Colleyville
14	Collin County
15	Coppell
16	City of Dallas
17	Decatur
18	DeSoto
19	Duncanville
20	Ellis County
21	Euless
22	Farmers Branch
23	Ferris
24	Flower Mound
25	Fort Worth
26	Frisco
27	Garland
28	Glenn Heights
29	Granbury
30	Grand Prairie
31	Haltom City
32	Hickory Creek
33	Hutchins
34	Kaufman County
35	Lancaster
36	Lewisville
37	Little Elm

38	Lucas
39	McKinney
40	Mesquite
41	Midlothian
42	Murphy
43	North Richland Hills
44	Plano
45	Princeton
46	Red Oak
47	Richardson
48	Richland Hills
49	Roanoke
50	City of Rockwall
51	Rockwall County
52	Rowlett
53	Sachse
54	Springtown
55	Tarrant County
56	Terrell
57	University Park
58	Weatherford
59	Westworth Village
60	White Settlement
61	Wise County
62	Wylie

CONSENT ITEM 5.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020

Title: Advertising Agreement between Denton County and the Corinth Economic Development Corporation

Submitted For: Jason Alexander, Director **Submitted By:** Jason Alexander, Director

City Manager Review: Approval: Bob Hart, City Manager

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

AGENDA ITEM

Consider and act on an Agreement for Advertising Services between Denton County and the Corinth Economic Development Corporation in the amount of \$2,500.00.

AGENDA ITEM SUMMARY/BACKGROUND

As a response to the economic devastation caused by the COVID-19 Situation, the economic development office for Denton County desires to partner with economic development corporation throughout the County, including the Corinth Economic Development Corporation (the "CEDC") to promote a positive business and economic climate by advertising and implementing the Denton County OPEN Business Grant Program (the "Grant Program"). The Grant Program is designed to provide financial assistance to small businesses negatively impacted by the COVID-19 Situation. As part of this partnership, Denton County will make a payment to the CEDC in the amount of \$2,500.00 for advertising and publicizing the benefits of the Grant Program. If this Agreement is approved, Denton County will make a payment to the CEDC in this amount within thirty (30) days.

The CEDC Bylaws dictate that before the CEDC Board of Directors may execute any agreement or contract for service, such agreement or contract for service must first be approved by the City Council. Accordingly, the CEDC Board of Directors met in Special Session on June 15, 2020, and approved the Agreement for Advertising Services between Denton County and the Corinth Economic Development Corporation in the amount of \$2,500.00.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement for Advertising Services between Denton County and the Corinth Economic Development Corporation as presented.

Attachments

Agreement for Advertising Services

COUNTY OF DENTON

STATE OF TEXAS

**AGREEMENT FOR ADVERTISING SERVICES
BETWEEN DENTON COUNTY, TEXAS, AND
THE CORINTH ECONOMIC DEVELOPMENT CORPORATION**

This Agreement for Advertising Services, hereinafter “Agreement,” is entered into by and between DENTON COUNTY, TEXAS, hereinafter “Denton County,” whose address is 110 West Hickory Street 2nd Floor, Denton, Texas 76201, and the Corinth Economic Development Corporation, hereinafter “EDC,” whose address is 3300 Corinth Pkwy, Corinth, Texas 76208. Denton County and the EDC are both collectively referred to herein as “the Parties.”

WHEREAS, the EDC is a 501(c)(6) tax-exempt entity organized in compliance with state and federal regulations; and

WHEREAS, both Denton County and the EDC desire to promote a positive business and economic climate in the community through public advertising to promote an economic grant program for the benefit of Denton County small businesses which have been negatively impacted by the COVID-19 disaster known as the Denton County OPEN Business Grant Program; and

WHEREAS, Denton County and the EDC have agreed to partner together to advertise the Denton County OPEN Business Grant Program in order to promote economic grants for the benefit of Denton County small businesses which have been negatively impacted by the COVID-19 disaster; and

WHEREAS, the EDC has agreed to provide advertising services on behalf of Denton County to assist the County in implementing the Denton County OPEN Business Grant Program, which will publicize economic grant opportunities and promotional activities on behalf of small

businesses in Denton County which have been negatively impacted by the COVID-19 disaster, all of which are in the public interest and serve a public purpose.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made and the benefits to each party resulting here from, Denton County and the EDC do hereby contract, covenant and agree with each other as follows:

1. Denton County will pay to the EDC, within thirty days of approval of this Agreement by both of the Parties, the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) in consideration of the EDC providing Advertising Services to promote the Denton County OPEN Business Grant Program, as set forth in this Agreement.

2. The EDC shall promote the public purpose of the Denton County OPEN Business Grant Program to benefit of Denton County small businesses which have been negatively impacted by the COVID-19 disaster and hereby agrees to undertake the following Advertising Services on behalf of Denton County including, but not limited to:

- (a) Promote the Denton County OPEN Business Grant Program.
- (b) Provide information to members of the EDC, all local businesses and members of the general public regarding the CARES Act, the Coronavirus Relief Fund and available grants to small businesses negatively impacted by the COVID-19 disaster.
- (c) Provide training and workshops about how local businesses can submit applications for consideration to become a recipient of a grant under the Denton County OPEN Business Grant Program.
- (d) Coordinate and host forums or roundtable discussions during the Contract Year about the Denton County OPEN Business Grant Program

(e) Provide advertising and promotion of the Denton County OPEN Business Grant Program on radio, television, print media and other forms of public advertising, such as signs, billboards, mailers, circulars and push cards.

(f) Provide advertising and promotion of the Denton County OPEN Business Grant Program on all available forms of social media, including, but not limited to: internet websites, blogs, Facebook, Twitter, Google+, LinkedIn, SnapChat and others not listed herein; and

3. EDC assumes all liability and responsibility for its negligent acts and agrees to fully indemnify, hold harmless and defend Denton County, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the Advertising Services or in any way resulting from or arising out of the negligence of the EDC or its staff in regard to the management, supervision, and operation of the Advertising Services specifically pertaining to the Denton County OPEN Business Grant Program.

4. The persons signing this Agreement on behalf of each party hereto have been duly authorized and empowered to do so.

5. This Agreement may not be assigned. It embodies the entire Agreement between the Parties and may not be amended except in writing by the Parties hereto.

6. In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

7. In the event of any dispute regarding this Agreement or the terms contained herein, the Parties hereto agree that they shall first submit such dispute to non-binding mediation before availing themselves of any legal or equitable remedies.

8. The term of this Agreement shall be from the date of its execution and shall expire on December 30, 2020, unless terminated prior to the expiration date. Either party may modify this Agreement by submitting, in writing, the proposed Amendment to be considered and executed by both of the Parties. This Agreement may be terminated with or without cause by either party by giving thirty days written notice to the other party. No later than 30 days after termination, the EDC will return to Denton County all funds not spent by EDC in performing Advertising Services to promote the Denton County OPEN Business Grant Program.

9. The EDC is not and shall not be considered an agent or employee of Denton County and shall in no way have authority to bind Denton County. The relationship of the EDC to Denton County shall be that of an independent contractor. Relative thereto, Denton County shall not be liable for any claims or demands for damages, monetary or otherwise, including any claim for attorney's fees, that in any way may grow out of, or arise from, the EDC's actions in carrying out its duties and obligations under the terms of this Agreement. The EDC does hereby agree and shall hold the Town harmless from and indemnify it against all such claims and demands.

10. This Agreement shall be governed in all respects by the laws of the State of Texas. Venue for any action shall lie in Denton County, Texas, exclusively.

11. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Denton County warrants and represents that the individual executing this Agreement on behalf of Denton County has full authority to execute this Agreement and bind the Town to the same. The EDC warrants and represents that the individual executing

this Agreement on its behalf has full authority to execute this Agreement and bind the EDC to same.

12. EDC shall maintain complete and accurate financial records of each expenditure of the funds in consideration of the Agreement and upon expiration or termination of the Agreement, the EDC shall provide the Denton County Auditor with a full report of all services provided by the EDC in providing Advertising Services on behalf of Denton County for the Denton County OPEN Business Grant Program and the EDC shall promptly provide the Denton County Auditor with a copy of all records and invoices pertaining to providing Advertising Services to promote the Denton County OPEN Business Grant Program. In addition, the EDC shall fully cooperate with any Federal audit or investigation pertaining to this Agreement.

IN WITNESS WHEREOF, Denton County and the EDC have signed this Agreement for Advertising Services.

EXECUTED THIS 12 day of May, 2020.

DENTON COUNTY, TEXAS

EDC

Andy Eads
Andy Eads, Denton County Judge

BUSINESS ITEM 6.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: Youth Advisory Commission
Submitted For: Bob Hart, City Manager
Submitted By: Emily Beck, Communications and Marketing Coordinator
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive
Government
Organizational Development

AGENDA ITEM

Consider an act on an ordinance of the City of Corinth, Texas, amending Chapter 33 "Boards, Commissions and Departments" of Title III "Administration" of the code of ordinances of the City of Corinth creating a Youth Advisory Council *YAC) for the City of Corinth.

AGENDA ITEM SUMMARY/BACKGROUND

Many communities across the country have established youth advisory councils (YAC). A youth advisory council can be considered a body of young people who provide counsel and support to organizations and governing bodies and create and participate in a variety of projects and community initiatives. The charge of a YAC should be to advise the city council and staff on youth-related topics and issues and to being ambassadors for the city organization. These ambassadors engage their community, show leadership, and work together to spread the city's vision. Each council is driven by a unique vision that is enhanced by the addition of youth leadership.

The establishment of a YAC in Corinth can be challenging in that the city is served by four high schools (Lake Dallas, Ryan, Guyer and the Corinth Classical Academy) and a homeschool network. Further, the City of Lake Dallas recently created a YAC with Lake Dallas High School allowing for membership from any of the four lake cities.

Both the Texas Municipal League and the National League of Cities encourage and facilitate YAC's within their organizations. TML sponsors an annual training session/conference for YAC's.

RECOMMENDATION

Staff recommends the approval of the ordinance establishing the Youth Advisory Council.

Attachments

YAC Ordinance

ORDINANCE NO. 20-06-18-XX

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 33 "BOARDS, COMMISSIONS AND DEPARTMENTS" OF TITLE III "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH BY ADDING SUBSECTIONS 33.80 THROUGH 33.89 TO CREATE A YOUTH ADVISORY COUNCIL FOR THE CITY OF CORINTH; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS TO DEFINE DUTIES AND RESPONSIBILITIES; PROVIDING FOR APPOINTMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 10.01, Article X, Boards, Commissions and Committees of the Home Rule Charter of the City, the Council is authorized to establish such boards, commissions, and committees as it deems necessary to carry out the functions and obligations of the City, and in doing so, the Council shall prescribe the purpose, composition, functions, duties, accountability, and tenure of each Board, commission and committee; and

WHEREAS, the City of Corinth recognizes the need of its young residents to be a valuable resource for public input and participation in the determination of City policies and procedures; and

WHEREAS, the City Council of Corinth recognizes a Youth Advisory Committee established to serve as an advisory body to the City Council will empower youth, will create opportunities for their input into community projects, and provide a vehicle by which youth become involved in a process which enables them to have an influence in issues they care about; and

WHEREAS, the City Council has determined it appropriate to amend Chapter 33, to adopt Sections 33.80 through Section 33.89 establishing the Corinth Youth Advisory Council and prescribing the purpose, composition, functions, duties, accountability, and tenure of the Board and its members as set forth herein; and

WHEREAS, the City Council finds and determines that the provisions set forth herein support its goal of engaging the next generation of civic leaders and should, therefore, be adopted.

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

SECTION 1.

INCORPORATION OF PREMISES

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

SECTION 2.
AMENDMENTS

That Chapter 33 "Boards, Commissions and Departments" of Title III "Administration" of the Code of Ordinances of the City of Corinth, Texas is hereby amended to adopt a new Section entitled "Youth Advisory Council" to add new Sections 33.80 through 33.89 which shall be and read as follows:

"YOUTH ADVISORY COUNCIL"

§ 33.80 CREATION AND PURPOSE.

(A) There is hereby created and established a youth advisory council (YAC) to be composed of fifteen (15) regular members. Such Council shall be officially designated as the youth advisory council of the City of Corinth, Texas.

(B) The YAC shall study, investigate, plan, implement, and advise the city of matters related to youth. The YAC will learn from city staff on the various aspects of city government. Specifically, the YAC is assigned with identifying areas for improvement related to youth, including developing programs and services that empower, support, and inform youth; that creates a family-friendly community, and that enables and encourages youth to be productive members of the community. The YAC shall serve as an advisory body to the city on all matters that relate to youth.

§ 33.81 RESPONSIBILITIES AND DUTIES.

(A) The YAC shall have all the powers granted herein and shall perform all duties as provided herein.

(B) The YAC shall adopt rules and regulations for the conduct of its meetings and for defining in detail the responsibilities of its members, officers, and committees.

(C) The YAC shall work with the city council and city staff to develop and implement policies that focus on youth.

(D) The YAC shall advise the city council and city staff on important issues that relate to youth.

(E) The YAC shall facilitate the planning and organization of community events and meetings related to youth.

(F) The YAC shall build partnerships with individuals, groups, and organizations that impact both youth and families.

(G) The YAC shall partner with individuals, groups, and organizations in the planning and implementation of services, supports, and opportunities that impact both youth and families.

(H) The YAC shall carry out and implement other directives from the mayor, city council, and city staff.

§ 33.82 MEMBERSHIP.

(A) The YAC shall consist of fifteen (15) voting members, who broadly represent the diversity of thought of Corinth. The fifteen (15) voting members shall be between the ages of fourteen (14) and eighteen (18). These members shall meet at least one (1) of the following qualifications:

- (1) Reside within the corporate boundaries of the City of Corinth: or
- (2) Attend a state-recognized school or homeschool within the corporate limits of the City of Corinth.

(B) The following may be ex-officio, non-voting members of the YAC: One (1) city staff member appointed by the city manager to serve as a staff liaison to the YAC.

§ 33.83 APPLICATION AND APPOINTMENT PROCESS.

(A) Any interested individual who meets the qualifications set in section 33.82 may indicate interest in serving on the YAC by submitting the following information to the city staff liaison in city hall:

- (1) *Completed application.* Applications will be available at city hall and on the city website. Applications will also be distributed to the appropriate offices at all schools.
- (2) Applicants for initial appointment must submit one (1) letters of reference. This is not necessary for applicants who wish to be reappointed.
- (3) Applicants for initial appointment must submit a short essay describing the applicant's reasons for wanting to serve on the YAC. This is not necessary for applicants wishing to be reappointed.

(B) The staff liaison of the YAC will initially review all applications. Selected applications will be given to the city manager, or designee for review. City staff will make appointments.

§ 33.84 TERMS OF OFFICE.

(A) All terms of office for all YAC members shall be one (1) year and will begin on August 1 and end May 31, with the option of applying for reappointment until the student has graduated from high school. Reappointments will be based on past participation in and commitment to YAC activities.

(B) The terms of ex-officio representatives shall be as follows: (1) The city staff member acting as liaison shall remain in that position for the duration of their employment with the city or until removed or replaced by the City Manager.

§ 33.85 PROCEDURAL RULES AND OPERATION.

(A) At the first meeting after being sworn into office, the YAC shall elect officers to serve one (1) year terms. All are eligible for reelection to office during any subsequent reappointment to the YAC. Officers shall consist of the following:

- (1) Chair: The person elected by the members of the YAC, who is responsible for running meetings, assisting in the development of agenda items, and helping all officers with their duties.
- (2) Vice-chair: The person elected by the members of the YAC, who is responsible for running meetings when the Chair is not present and helping all officers with their duties.
- (3) Secretary: The person elected by the members of the YAC, who is responsible for taking minutes and making sure the YAC city staff liaison has the updated minutes.
- (4) Historian: The person elected by the members of the YAC, who is responsible for keeping track of the history of the YAC, including event documentation, photography, and website content submittal.

(B) The YAC shall adopt such rules and regulations governing procedures (bylaws), and will ensure that they are maintained.

(C) The YAC shall meet once each month at a regularly established time and date. All meetings of the YAC shall be conducted consistent with the City of Corinth Charter and the City of Corinth Municipal Code. Committees of the YAC may meet at any time.

(D) A quorum shall consist of a simple majority of members.

(E) All YAC meetings and records shall be public subject to applicable state law.

§ 33.86 ABSENCES.

Any member who is unable to attend a meeting shall notify the staff liaison in advance of the meeting, stating the reason for his or her absence. YAC members are permitted three (3) unexcused absences from regular meetings. Excessive absences will cause a member's appointment to be reviewed by the YAC officers and ex-officio staff, with a potential presentation to the city manager, or designee for action to remove.

§ 33.87 REMOVAL.

Members of the YAC, other than the ex-officio representatives, may be removed by the city manager, or designee for inefficiency, excessive absence, or other neglect of duty.

§ 33.88 VACANCIES.

Vacancies occurring on the YAC, other than through the expiration of a term, shall be filled by appointment by city staff. The original applicant pool for that year's YAC should be the first source for such a replacement; otherwise, new applicants may be recruited.

§ 33.89 FUNDING.

All revenues derived from fundraising or other means associated with the YAC, which are under the direct control of the city, shall be maintained by the city and deposited to the appropriate fund for utilization in support of YAC related activities to the extent of citywide needs as determined by the city council during the annual budgeting of funds for all city departments.

SECTION 3.
SEVERABILITY

It is hereby declared by the City Council of the City of Corinth that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 4.
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all provisions of all existing ordinances and resolutions and of the Code of Ordinances of the City of Corinth, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such existing ordinances, resolutions, and code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.

SECTION 5.
EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and approval in accordance with state law and City Charter.

PASSED AND APPROVED this 18 day of June, 2020

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, Interim City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

BUSINESS ITEM 7.**City Council Regular and Workshop Session**

Meeting Date:	06/18/2020	
Title:	Speed Limit Changes	
Submitted For:	Helen-Eve Liebman, Director	Submitted By: George Marshall, Engineer
Finance Review:	N/A	Legal Review: Yes
City Manager Review:	Approval: Bob Hart, City Manager	
Strategic Goals:	Land Development Infrastructure Development Economic Development Citizen Engagement & Proactive Government	

AGENDA ITEM

Consider approval of an Ordinance altering the prima facie speed limits on certain streets within the City of Corinth; authorizing the City Manager to cause the erection of signs providing notice of the new speed limits; and authorizing the City to publish reports as required by law.

AGENDA ITEM SUMMARY/BACKGROUND

This item is to reduce the speed limits on residential streets to 25 MPH. The Texas Transportation Code Sec. 545.356 provides the Authority for a Municipality to Alter Speed Limits.

Texas Transportation Code Sec. 545.352 Prima Facie Speed Limits	
Street In Urban District	30 MPH
Alley In Urban District	15 MPH
Highway Numbered by State Outside Urban District	70 MPH
Other Highway Outside Urban District	60 MPH
On a Beach	15 MPH

The typical process is to require a detailed Engineering Study which usually takes into account the 85th percentile speed, road characteristics, shoulder condition, grade, alignment, sight distance, pace speed, roadside development and environment, parking practices and pedestrian activity, reported crash experience for at least a 12-month period. There is significant time and effort in gathering all this data for each street.

However, During the 79th Texas Legislature, House Bill 87 was signed into legislation providing authority to municipalities to alter speed limits on residential streets. This legislation was amended during the 81st Texas Legislature with House Bill 2682. This allows the governing body of a municipality, to declare a lower speed limit of not less than 25 miles per hour, if it determines the prima facie speed limit is unreasonable or unsafe. This only applies to a two-lane, undivided highway. When a municipality that declares a lower speed limit, it shall publish on its Internet website and submit to the department a report that compares for each of the two previous calendar years: (1) the number of traffic citations issued by peace officers of the municipality and the alleged speed of the vehicles, for speed limit violations on the highway or part of the highway; (2) the number of warning citations issued by peace officers of the municipality on the highway or part of the highway; and (3) the number of vehicular accidents that resulted in injury or death and were attributable to speed limit violations on the highway or part of the highway.

The driving force for reducing speed limits in residential areas is to make our community a safer place. The 5 MPH reduction in the posted speed results in a total stopping distance reduction of 24 feet. That is longer than the length of your average car and at the length of most full-size trucks. The total stopping distance is a factor of the breaking deceleration distance and perception reaction distance. For a 30 MPH vehicle the total stopping distance is 109 feet

and for a 25 MPH vehicle that reduces to 85 feet or a 22% decrease.

RECOMMENDATION

The Planning and Development Department recommends approval of reducing the speed limits on all residential streets to 25 MPH and making the necessary code changes presented in the ordinance.

Attachments

Exhibit

25 MPH Ordinance

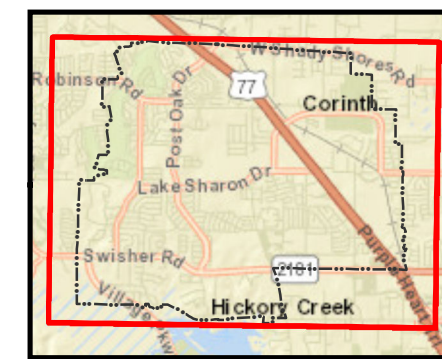
Speed Limits

Proposed Speed
 25 MPH

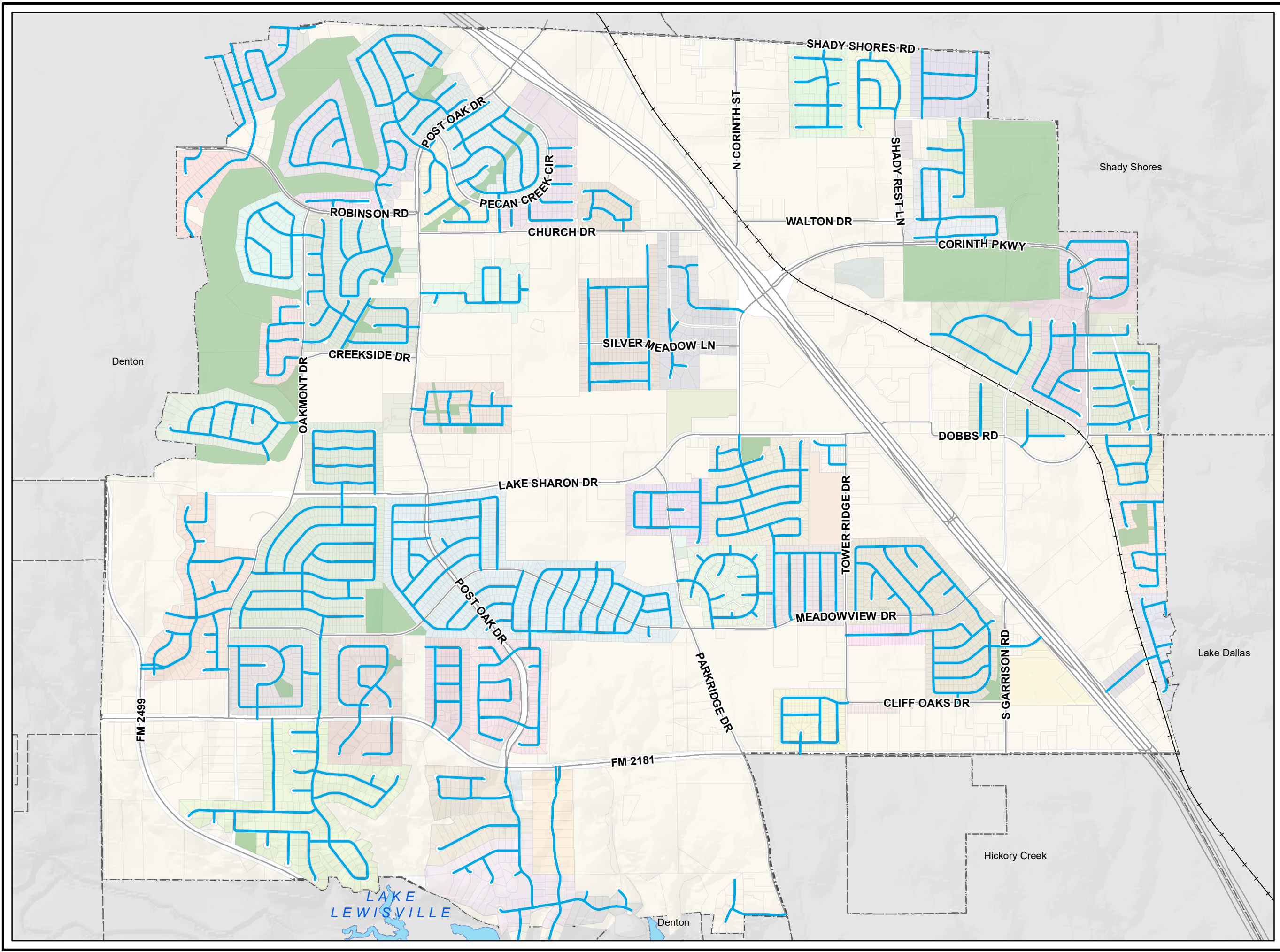


0 1,250 2,500
Feet

1 inch = 1,500 feet



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ORDINANCE NO. [REDACTED]

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE UPON VARIOUS STREETS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CORINTH; REPEALING AND READOPTING SUBSECTION C OF SECTION 70.01, “SPEED LIMITS”, OF CHAPTER 70, “TRAFFIC RULES”, OF TITLE VII, “TRAFFIC CODE”, OF THE CITY OF CORINTH CODE OF ORDINANCES IN ITS ENTIRETY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A REPEALING/SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY NOT TO EXCEED \$200 FOR EACH VIOLATION HEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas, (“City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, the Texas Transportation Code subsection 545.356(B-1) provides that a governing body of a municipality, for a highway or a part of a highway in the municipality that is not an officially designated or marked highway or road of the state highway system, may declare a lower speed limit of not less than 25 miles per hour, if the governing body determines that the prima facie speed limit on the highway is unreasonable or unsafe; and

WHEREAS, subsection 545.356(B-2) provides that subsection 545.356(B-1) applies only to a two-lane, undivided highway or part of a highway; and

WHEREAS, pursuant to Section 541.302 of the Transportation Code, “highway” and “street” have the same meaning, “the width between the boundary lines of a publicly maintained way any part of which is open to the public for vehicular travel”; and

WHEREAS, the City Council desires to change the current prima facie speed limits on certain two-lane, undivided streets within the City, as provided herein, to 25 mph pursuant to subsection 546.356(B-1) of the Transportation Code to better protect the convenience, health, safety, and welfare of the residents of the City and of the motoring public; and

WHEREAS, a prima facie speed limit that is altered by the governing body of a municipality under subsection 545.356(B-1) is effective when the governing body erects signs giving notice of the new limit and at all times or at other times as determined; and

WHEREAS, the governing body of a municipality that declares a lower speed limit on a highway or part of a highway under subsection 545.356(B-1), not later than February 1 of each year, shall publish on its Internet website and submit to the department a report that compares for each of the two previous calendar years: (1) the number of traffic citations issued by peace officers of the municipality and the alleged speed of the vehicles, for speed limit violations on

the highway or part of the highway; (2) the number of warning citations issued by peace officers of the municipality on the highway or part of the highway; and (3) the number of vehicular accidents that resulted in injury or death and were attributable to speed limit violations on the highway or part of the highway, pursuant to subsection 545.356(d); and

WHEREAS, the City previously adopted Ordinance Nos. 84-2-21-4, 12-10-18-21, 18-09-20-29, 19-02-21-08, and 20-04-16-11 to regulate the speed limits on streets and highways within the City; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

SECTION 1: Findings Incorporated.

That the findings above are incorporated herein in their entirety.

SECTION 2: Code of Ordinances Amended.

Subsection C of Section 70.01, "Speed Limits", of Chapter 70, "Traffic Rules", of Title VII, "Traffic Code", of the City of Corinth Code of Ordinances is hereby repealed in its entirety and readopted as follows:

Section 70.01 - Speed Limits.

...

(C) The maximum speed limits for streets listed below shall be as follows:

Street	Description	MPH
-	All City Parks	15
Acropolis Dr	In its entirety	25
Ainsley Ct	In its entirety	25
Alcove Ln	In its entirety	25
Alloway Dr	In its entirety	25
Andover Ln	In its entirety	25
Andrew Ct	In its entirety	25
Apache Trl	In its entirety	25
Ardglass Trl	In its entirety	25
Ash Ln	In its entirety	25
Ashwood Ln	In its entirety	25
Aspen	In its entirety	25
Athens Dr	In its entirety	25
Attaway Cir	In its entirety	25
Attaway Cv	In its entirety	25

Avon Dr	In its entirety	25
Baker Dr	In its entirety	25
Balladeer	In its entirety	25
Ballycastle Ln	In its entirety	25
Barton Springs Dr	In its entirety	25
Beckley Ct	In its entirety	25
Belle Way	In its entirety	25
Bellview Dr	In its entirety	25
Benbrook Cv	In its entirety	25
Benwick Dr	In its entirety	25
Berkshire Ln	In its entirety	25
Birch Ln	In its entirety	25
Birdwood Cir	In its entirety	25
Black Jack Dr	In its entirety	25
Blake St	In its entirety	25
Blue Holly Dr	In its entirety	25
Blue Jay Dr	In its entirety	25
Bonanza Ct	In its entirety	25
Bonanza Ln	In its entirety	25
Boulder Dr	In its entirety	25
Bowie Ln	In its entirety	25
Bradford Ct	In its entirety	25
Brampton Dr	In its entirety	25
Brandi Ln	In its entirety	25
Brazos Dr	In its entirety	25
Breezehollow Way	In its entirety	25
Brett Rd	In its entirety	25
Bridgestone Ct	In its entirety	25
Bridgestone Dr	In its entirety	25
Brookshire Run	In its entirety	25
Brookside Dr	In its entirety	25
Brookview Dr	In its entirety	25
Buckboard Cir	In its entirety	25
Buckingham Dr	In its entirety	25
Buena Vista Cir	In its entirety	25
Burl St	In its entirety	25
Burrwood Cir	In its entirety	25
Buster Way	In its entirety	25
Caladium Dr	In its entirety	25
Cannes Dr	In its entirety	25
Carriage Lane Cir	In its entirety	25
Carriage Wheel	In its entirety	25
Cassidy Ln	In its entirety	25
Castlegate Dr	In its entirety	25
Cedar Elm Dr	In its entirety	25
Chalkstone Cir	In its entirety	25
Chalkstone Cv	In its entirety	25
Chambray Dr	In its entirety	25

Chapel Pl	In its entirety	25
Chelsea Ct	In its entirety	25
Cherokee Trl	In its entirety	25
Cherry Ln	In its entirety	25
Cheyenne Trl	In its entirety	25
Chippewa Ct	In its entirety	25
Chisholm Trl	In its entirety	25
Clark Dr	In its entirety	25
Clay Trl	In its entirety	25
Clearview Dr	In its entirety	25
Cliff Oaks Dr	From Acropolis Dr. to Tower Ridge Dr.	25
Cliffview Dr	In its entirety	25
Club View Cir	In its entirety	25
Clubsides Dr	In its entirety	25
Cochise Ct	In its entirety	25
Copper Leaf Dr	In its entirety	25
Corinth Bend	In its entirety	25
Corinth Farms Trl	In its entirety	25
Corinth Pkwy	In its entirety	35
Covington Ln	In its entirety	25
Creek Bend Ct	In its entirety	25
Creek Bend Dr	In its entirety	25
Creek Crossing Dr	In its entirety	25
Creek Falls Dr	In its entirety	25
Creek Hill Ln	In its entirety	25
Creekedge Ct	In its entirety	25
Creekside Dr	From Clubsides Dr. to Oakmont Dr.	25
Creekwood	In its entirety	25
Crockett Dr	In its entirety	25
Crystal Springs Dr	In its entirety	25
Custer Dr	In its entirety	25
Dalton Dr	In its entirety	25
Danbury Cir	In its entirety	25
Danbury Cv	In its entirety	25
Demarsh Ln	In its entirety	25
Derby Run	In its entirety	25
Diamond Leaf Dr	In its entirety	25
Dobbs Rd	From Leameadow Cir. To the eastern end of the cul-de-sac (610 Feet)	25
Donaldson Ct	In its entirety	25
Driskell Dr	In its entirety	25
Driskell Ln	In its entirety	25
Duncan Way	In its entirety	25
Dundee Dr	In its entirety	25
Durance Ct	In its entirety	25
E Park Ln	In its entirety	25
Eagle Ridge Dr	In its entirety	25
Emerald Park Ct	In its entirety	25

Emerald Park Dr	In its entirety	25
Enchanted Oaks Cir	In its entirety	25
Essex Dr	In its entirety	25
Evans Rd	In its entirety	25
Evergreen Cv	In its entirety	25
Fair Oaks Cir	In its entirety	25
Fairview Dr	In its entirety	25
Fairway Dr	In its entirety	25
Fairway Vista Dr	In its entirety	25
Falcon Dr	In its entirety	25
Fieldwood Dr	In its entirety	25
Finch Ln	In its entirety	25
Florence Dr	In its entirety	25
FM 2499	From FM 2181 to the city's southern limits	50
FM 2499	From FM 2181 to the city's northern limits	50
Ford Dr	In its entirety	25
Forest Glen Dr	In its entirety	25
Forest Hills	In its entirety	25
Forestview Dr	In its entirety	25
Forestwood Dr	In its entirety	25
Fountainview Dr	In its entirety	25
Fragrant Hill Rd	In its entirety	25
Geronimo Dr	In its entirety	25
Glen Aerie Dr	In its entirety	25
Glen Manor Rd	In its entirety	25
Glencoe Rd	In its entirety	25
Glenhaven Dr	In its entirety	25
Glenview Dr	In its entirety	25
Gold Rush Ct	In its entirety	25
Gold Rush St	In its entirety	25
Goliad Ct	In its entirety	25
Goodnight Trl	In its entirety	25
Goshawk Ln	In its entirety	25
Grassy Glen Dr	In its entirety	25
Graystone Ln	In its entirety	25
Hayden Ln	In its entirety	25
Hazelview Dr	In its entirety	25
Heartland Rd	In its entirety	25
Hidden Oaks Cir	In its entirety	25
Hidden Oaks Dr	In its entirety	25
Hidden Springs Cir	In its entirety	25
Hidden Springs Dr	In its entirety	25
High Pointe Dr	In its entirety	25
Highlands Dr	In its entirety	25
Hillside Dr	In its entirety	25
History Crescent	In its entirety	25

Hollis Dr	In its entirety	25
Hudson Dr	In its entirety	25
Hutchinson Ln	In its entirety	25
Indian Lake Trl	In its entirety	25
Interstate 35 East	Stemmons Freeway, main lanes	65
Interstate 35 East - Northbound Service Rd.	Stemmons Freeway, East Service Road	50
Interstate 35 East - Southbound Service Rd	Stemmons Freeway, West Service Road	50
Jesse Way	In its entirety	25
Juneau Ct	In its entirety	25
Juneau Dr	In its entirety	25
Kenilworth Dr	In its entirety	25
Kiln Dr	In its entirety	25
Knob Hill Dr	In its entirety	25
Knoll Ridge Cir	In its entirety	25
Knoll Ridge Ct	In its entirety	25
Knoll Ridge Dr	In its entirety	25
Lake Cove Ct	In its entirety	25
Lake Grove Ct	In its entirety	25
Lake Sharon Drive	In its entirety	35
Landwick Ct	In its entirety	25
Leah Ln	In its entirety	25
Leameadow Cir	In its entirety	25
Ledgestone Dr	In its entirety	25
Leeds Ct	In its entirety	25
Lochwood Cir	In its entirety	25
Loma Linda Ter	In its entirety	25
Lonesome Oak Dr	In its entirety	25
Longview Dr	In its entirety	25
Lula Ct	In its entirety	25
Lynchburg Dr	In its entirety	25
Macbey Dr	In its entirety	25
Maiden Ct	In its entirety	25
Makena Ct	In its entirety	25
Mallard Dr	In its entirety	25
Mallory Dr	In its entirety	25
Manchester Ct	In its entirety	25
Manchester Way	In its entirety	25
Marbellas Ct	In its entirety	25
Marseilles Ln	In its entirety	25
Mason Ave	In its entirety	25
Mayfield Circle	In its entirety	25
Meadow Oaks Dr	In its entirety	25
Meadows Dr	In its entirety	25
Merrimack Dr	In its entirety	25
Milan Dr	In its entirety	25
Millwood Dr	In its entirety	25

Mission Hills Ln	In its entirety	25
Misty Glen	In its entirety	25
Monaco Dr	In its entirety	25
Morning Glory Dr	In its entirety	25
Mountainview Dr	In its entirety	25
Muirfield	In its entirety	25
Mulholland Rd	In its entirety	25
Munro Park Ave	In its entirety	25
Naples Dr	In its entirety	25
Nash Dr	In its entirety	25
Navajo Rd	In its entirety	25
Nightingale Ln	In its entirety	25
Nome Ct	In its entirety	25
Norwich Ln	In its entirety	25
Norwood Ct	In its entirety	25
Oak Bluff Dr	In its entirety	25
Oak Creek Dr	In its entirety	25
Oak Hill Dr	In its entirety	25
Oak Ridge Dr	In its entirety	25
Oakcrest Ct	In its entirety	25
Oakhollow Ct	In its entirety	25
Oakhollow Dr	In its entirety	25
Oceano Dr	In its entirety	25
Olympus Ct	In its entirety	25
Osprey Ct	In its entirety	25
Oxford Oaks Ln	In its entirety	25
Palace Ct	In its entirety	25
Palmares Ct	In its entirety	25
Palos Verdes Dr	In its entirety	25
Park Forest Dr	In its entirety	25
Park Palisades Dr	In its entirety	25
Park Pl	In its entirety	25
Park Wood Ct	In its entirety	25
Park Wood Dr	In its entirety	25
Parkridge Drive	South of FM 2181 to Scenic Drive	35
Parkview Cir	In its entirety	25
Parkview Dr	In its entirety	25
Peacock Ln	In its entirety	25
Peakview Dr	In its entirety	25
Pecan Valley Ct	In its entirety	25
Penridge Dr	In its entirety	25
Peregrine Dr	In its entirety	25
Pine Glen Rd	In its entirety	25
Pine Hills Ln	In its entirety	25
Pinnell Ct	In its entirety	25
Piper Dr	In its entirety	25
Poseidon Dr	In its entirety	25
Post Oak Cir	In its entirety	25

Post Oak Ct	In its entirety	25
Post Oak Drive	From the northern City limits to Robinson Rd.	
Post Oak Drive	From Robinson Rd. to Lake Sharon Dr.	30
Post Oak Drive	From Lake Sharon Dr. to FM 2181	35
Post Oak Trl	In its entirety	25
Post Ridge Cir	In its entirety	25
Postwood Ct	In its entirety	25
Postwood Dr	In its entirety	25
Pottery Trl	In its entirety	25
Quail Run Dr	From Lynchburg Dr. to its northern terminus	25
Rancho Dominguez Rd	In its entirety	25
Ravinia Dr	In its entirety	25
Red Oak Dr	In its entirety	25
Red River Way	In its entirety	25
Redrock Dr	In its entirety	25
Redwood Dr	In its entirety	25
Regent Ct	In its entirety	25
Regina Dr	In its entirety	25
Riverview Dr	In its entirety	25
Riviera Dr	In its entirety	25
Robin Ln	In its entirety	25
Robinson Road	In its entirety	35
Rocky Bend Ct	In its entirety	25
Rocky Ct	In its entirety	25
Rosegill Dr	In its entirety	25
Rye Rd	In its entirety	25
Sand Jack Dr	In its entirety	25
Scenic Dr	In its entirety	25
Serendipity Hills Ct	In its entirety	25
Serendipity Hills Trl	In its entirety	25
Shadow Crest Dr	In its entirety	25
Shadow Oak Dr	In its entirety	25
Shady Oaks Pl	In its entirety	25
Shady Rest Ln	From Sand Jack Dr. To Fritz Ln.	25
Shady Shores Road	In its entirety	40
Shards Ct	In its entirety	25
Sharon Dr	In its entirety	25
Shepard Ln	In its entirety	25
Silver Meadow Lane	In its entirety	25
Sioux Ct	In its entirety	25
Skyview Dr	In its entirety	25
Sommerset Dr	In its entirety	25
Spanish Oak Cir	In its entirety	25
Spanish Oak Dr	In its entirety	25
Sparta Dr	In its entirety	25
Springbrook	In its entirety	25

Springtree Rd	In its entirety	25
St James Ct	In its entirety	25
St Johns Dr	In its entirety	25
Stanhill Dr	In its entirety	25
State School Rd	In its entirety	25
Stone Creek Ln	In its entirety	25
Stoneleigh Cir	In its entirety	25
Stonewick Dr	In its entirety	25
Summerwood Ct	In its entirety	25
Summit Ridge Dr	In its entirety	25
Sunflower Dr	In its entirety	25
Sunny Oak Ln	In its entirety	25
Surrey Oaks Ct	In its entirety	25
Sussex Ct	In its entirety	25
Sussex Way	In its entirety	25
Swan Ln	In its entirety	25
Swisher Road (FM 2181)	In its entirety	50
Syracuse Dr	In its entirety	25
Tealwood Ln	In its entirety	25
The Briars	In its entirety	25
The Downs	In its entirety	25
The Grove	In its entirety	25
The Retreat	In its entirety	25
The Ridge	In its entirety	25
The Woods	In its entirety	25
Thorndale Ct	In its entirety	25
Timber Ridge Cir	In its entirety	25
Timberview Cir	In its entirety	25
Timberview Ct	In its entirety	25
Timberview Dr	In its entirety	25
Toledo Dr	In its entirety	25
Tolthaven Rd	In its entirety	25
Topanga Canyon Dr	In its entirety	25
Tori Oak Trl	In its entirety	25
Tree House Ln	In its entirety	25
Trinity Ter	In its entirety	25
Tuscany Dr	In its entirety	25
Twin Brook Turn	In its entirety	25
Valderamma Ln	In its entirety	25
Valley View Dr	In its entirety	25
Venice Dr	In its entirety	25
Verona Dr	In its entirety	25
Villa Ct	In its entirety	25
Villa Way	In its entirety	25
Vintage Cir	In its entirety	25
Vintage Ct	In its entirety	25
Vintage Dr	In its entirety	25
Vista Ct	In its entirety	25

Vistaview Dr	In its entirety	25
W Long Lake Blvd	In its entirety	25
Wagon Wheel Trl	In its entirety	25
Wandering Oak Dr	In its entirety	25
Warwick Dr	In its entirety	25
Water Front Ct	In its entirety	25
Waverly Rd	In its entirety	25
Wellington Ln	In its entirety	25
Wentwood Dr	In its entirety	25
Westerly Cir	In its entirety	25
Westwind Dr	In its entirety	25
Whetstone Dr	In its entirety	25
Whitehall Dr	In its entirety	25
Wickersham Ln	In its entirety	25
Wildwood St	In its entirety	25
Wilmette Dr	In its entirety	25
Winchester Ct	In its entirety	25
Windmere Cir	In its entirety	25
Windmill Hill Cir	In its entirety	25
Windridge Ln	In its entirety	25
Windsor Pkwy	In its entirety	25
Windstone Way	In its entirety	25
Windy Glen	In its entirety	25
Windy Meadow Dr	In its entirety	25
Winnetka Rd	In its entirety	25
Winston Dr	In its entirety	25
Wood Ridge Ct	In its entirety	25
Wood Stone Cir	In its entirety	25
Woodcrest Cir	In its entirety	25
Woodlake Ct	In its entirety	25
Woodlake Dr	In its entirety	25
Woods Edge Ct	In its entirety	25
Yellowstone Ln	In its entirety	25
Yellowstone Park Ln	In its entirety	25
York Ln	In its entirety	25
Yukon Dr	In its entirety	25
Zachary Dr	In its entirety	25

SECTION 3: Authorization to Erect Signs.

The City Manager, or his designee, of the City of Corinth is hereby authorized to cause to be erected appropriate signs indicating the amended speed zones, such signs to be furnished and installed by the City of Corinth.

SECTION 4: Publication and Submission of Report.

Not later than February 1 of each year, the City shall publish on its Internet website and submit to the department a report that compares for each of the two previous calendar years: (1) the number of traffic citations issued by peace officers of the municipality and the alleged speed of the vehicles, for speed limit violations on the highway or part of the highway; (2) the number of warning citations issued by peace officers of the municipality on the highway or part of the highway; and (3) the number of vehicular accidents that resulted in injury or death and were attributable to speed limit violations on the highway or part of the highway, (the “Report”).

SECTION 5: Repealing/Savings Clause.

All provisions of any Ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining provisions shall remain in full force and effect.

SECTION 6: Severability.

Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and clause effect. The City hereby, declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more section, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 7: Penalty.

Any person found guilty of violating this Ordinance as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Hundred Dollars (\$200.00). Corinth retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8: Effective Date.

This Ordinance shall take effect immediately upon and after its passage as provided by 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:

Patricia A. Adams, City Attorney

BUSINESS ITEM 8.**City Council Regular and Workshop Session****Meeting Date:** 06/18/2020**Title:** Coronavirus Relief Fund (CRF)**Submitted For:** Bob Hart, City Manager**Submitted By:** Lee Ann Bunselmeyer,
Director**Finance Review:****Legal Review:****City Manager Review: Approval:** Bob Hart, City Manager**Strategic Goals:** Citizen Engagement & Proactive Government
Regional Cooperation
Organizational Development**AGENDA ITEM**

Consider and act on an Interlocal Cooperation Agreement with Denton County, Texas, pursuant to Chapter 791 of the Texas Local Government Code, to address the impact of the public health emergency with respect to the Coronavirus pandemic ("COVID-19).

AGENDA ITEM SUMMARY/BACKGROUND

Denton County received federal funding under the Coronavirus Aid, Relief, and Economic Security Act to address and respond to the impact and effects of the COVID-19 emergency. Denton County approved a Resolution establishing a COVID-19 municipality funding program allowing the County to grant money to the Municipalities within Denton County. The resolution authorized the allocation of funds at \$55 per capita. Funds may only be used on expenditures incurred due to the effects of COVID-19 and to potentially fund a local grant program.

Under federal regulations, Denton County has the primary liability to the US Treasury for the grant funds. As a result, Denton County has developed procedures for municipalities to work together to promote efficiency and ensure compliance under the grant guidelines.

In advance of receiving funding, Denton County has requested that each municipality provide the following:

- (1) a budget for the use of the grant funds
- (2) Copy of municipal resolutions, approving Economic Development Programs contemplating the use of Municipal Funds under Texas Local Government Code Chapter 380.
- (3) Signed ILA between the County and the Municipality.

RECOMMENDATION

Staff recommends approval of the Interlocal Cooperation Agreement with Denton County.

Attachments

Interlocal Agreement - Denton County

06/03/2020



CORONAVIRUS RELIEF FUND
INTERLOCAL COOPERATION AGREEMENT

Denton County and the City of Corinth

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Denton County, Texas (the “County”) and the **City of Corinth Texas** (the “Municipality”), pursuant to Chapter 791 of the Texas Local Government Code, to address the impact of the public health emergency with respect to the Coronavirus pandemic (“COVID-19”).

GENERAL

1. Coronavirus Relief Fund. The County has received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) to address and respond to the impact and effects of the COVID-19 emergency.

2. County Authority. The Resolution of the Denton County, Texas Commissioners Court, under Chapter 381 of the Local Government Code, lawfully establishing a COVID-19 municipality funding program (the “Municipality Program”), allowing the County to grant money to your Municipality, is attached hereto as Attachment A and incorporated by reference herein. Funds were received by the County from the US Department of the Treasury (the “Treasury”) under the Coronavirus Relief Fund (“CRF”), as provided for in the CARES Act. The use of these CRF funds to assist a municipality of the County with their expenditures incurred due to the effects of COVID-19 and to potentially fund a local grant program are legitimate and lawful uses of the CRF funds.

3. Municipality Authority. The Orders of the Municipality, establishing a COVID-19 emergency program or programs, allowing it to make grants of its award, is attached hereto and incorporated by reference herein. The Municipality represents and warrants that its programs (if the Municipality decides to distribute the Municipal Funds through its own programs) will be in full compliance with Chapter 380 of the Local Government Code.

4. Inspector General Oversight & Recoupment. Section 601(f) provides that the Inspector General of the Treasury shall conduct monitoring and oversight of the receipt, disbursement, and use of CRF funds. If the Inspector General determines that a unit of local government has failed to comply with the use of funds rules (as described herein in Paragraphs 10-16, “Use of Funds”), the amount of CRF funds in noncompliance shall be “booked as a debt of such entity owed to the federal government.” The conditions and restrictions on the use of the CRF funds follows to all

recipients, from the County, to the Municipality, to businesses and individuals that receive such funds.

GRANT

5. Amount. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the Municipality the sum of \$1,200,265 of its CRF funds (“Municipal Funds”).

6. Separate Bank Account. The Municipality agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and disbursing these Municipal Funds. The account must be an interest bearing account and similarly insured and protected in the same manner as the Municipality’s other funds.

7. Calculation of Municipal Funds. The initial calculation of the grant amount of funds is based on the higher of the Municipality’s 2019 NCTCOG estimated population (21,260) or 2018 ACS estimated population (21,823), multiplied by \$55.00 per capita (“the Maximum Allocation”). That amount is reduced by:

- a. the excess of the Maximum Allocation minus the budgeted amount of eligible funds (as defined in Paragraph 8(a)), and further reduced by;
- b. the amount of funds redirected and contributed to the County’s programs (e.g., small business, housing and food programs), at the election of the Municipality, which is included in the Municipality’s proposed budget in Paragraph 8(a).

8. Conditions. Before receiving Municipal Funds, the Municipality must:

- a. provide the County with a proposed budget, which includes your contribution to the County’s programs (e.g., small business, housing, and food programs), and description of eligible uses of Municipal Funds (“Budget of Expenditures and Description of Intended Uses”). The form to complete your Budget of Expenditures and Description of Intended Uses is attached as Attachment B;
- b. agree to participate in the County’s CRF Compliance Forum (the “Forum”); and
- c. provide a copy of the appropriate Chapter 380 documentation.

RESPONSIBILITIES OF THE MUNICIPALITY

9. The responsibilities of the Municipality are:

- a. to comply with all terms and conditions of the CARES Act;
- b. to use Municipal Funds in compliance with the CARES Act;

- c. to promptly return to the County any Municipal Funds not used;
- d. to participate in the Forum;
- e. to maintain proper and adequate records of its own expenses, including monthly uploads to Dropbox, and supporting documentation of the expenditures, and provide copies of, or access to such, at any time as required by the County;
- f. to maintain proper and adequate records of the expenses of any grantees of Municipal Funds, including monthly uploads to Dropbox, and supporting documentation of the expenditures, and provide copies of, or access to such, at any time as required by the County;
- g. to return the Statement of Compliance Certificate by February 1, 2021;
- h. to cooperate and coordinate with other members in the Forum concerning a federal compliance audit; and
- i. to comply with Chapter 381 and Chapter 380, if applicable.

USE OF FUNDS

10. Amounts paid from the Treasury’s Coronavirus Relief Fund are subject to the restrictions outlined in the *Guidance for State, Territorial, Local, and Tribal Governments* (dated April 22, 2020) and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act. See Attachment C, which is incorporated by reference into this agreement.

11. Section 601(d) allows CRF funds/Municipal Funds to cover only those costs that:

- a. are necessary expenditures incurred due to the public health emergency with respect to the effects COVID-19;
- b. were not accounted for in the most recently approved budget [of the Municipality], including any amendments; and
- c. are incurred between March 1, 2020 and December 30, 2020. See Coronavirus Relief Fund Frequently Asked Questions (Updated as of May 4, 2020). See Attachment C.

12. “Necessary Expenditure” Condition. The use of the money is limited to “necessary expenditures.” The Treasury intends for broad interpretation of the word “necessary,” meaning “reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending the Fund payments.” The Treasury’s standard, reasonable judgment, adopts a subjective, not objective standard. Examples of eligible expenditures include, but are not limited to, payment for certain types of:

- a. medical expenses;
- b. public health expenses;
- c. payroll expenses;
- d. expenses relating to facilitating compliance;
- e. expenses associated with providing economic support in connection with the COVID-19 public health emergency; and
- f. any other COVID-19-related expense reasonably necessary to the function of government.

13. Funds may not be used to fill shortfalls in governmental revenue to cover expenditures that would not otherwise qualify under section 601(d). REVENUE REPLACEMENT IS STRICTLY PROHIBITED AND IS NOT A PERMISSIBLE USE OF FUNDS.

14. “Due To” Condition. The requirement that expenditures be incurred “due to” the public health emergency created by COVID-19 means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred by the Municipality to respond directly to the emergency, as well as expenditures incurred to respond to second-order effects of the emergency (e.g., economic support to those suffering from employment or business interruptions due to COVID-19-related business closures).

15. The Municipality expressly agrees without qualification or exception to adhere and comply with section 601(d) and the accompanying guidelines regarding its spending and uses of the Funds.

16. Return of Unused Funds by Municipality. Any Municipal Funds not spent on eligible expenses before December 30, 2020 must be returned to the County within 30 days after December 30, 2020.

CRF COMPLIANCE FORUM

17. Description. The Forum is a county-wide initiative between the County and all of the Municipalities that have requested upfront funding of the Municipal Funds. It is a single, integrated initiative to mutually benefit all municipalities and the County.

18. Purpose. The Forum shall work for the mutual benefit of the County and the Municipalities, which will promote administrative efficiency, streamline initial compliance measures, and continuing through a potential audit, and foster collaboration between our counties.

19. Benefits. The primary goals of the Forum are to:

- a. provide answers to specific questions (e.g., eligible uses of funds);
- b. provide assistance with documentation guidelines;
- c. reduce noncompliance risk;
- d. reduce administrative burdens;
- e. manage and control the potential federal compliance audit; and
- f. collaborate and integrate grant programs.

REMEDIES

20. Indemnity. To the extent allowable by law, the Municipality shall defend, indemnify, and hold harmless the County and its officers, commissioners, employees, volunteers, and agents, from any and all costs and expenses, damages, liabilities, demands, causes of action, suits, charges, or legal or administrative proceedings, claims and losses, including, without limitation, attorneys' fees and costs, caused by or arising out of any act or omission of the Municipality relating to the terms of this Agreement, including but not limited to any ineligible expenditures.

21. Recoupment. If the County, or its designee, reasonably determines that all or a portion of a Municipality's expenditure of Municipal Funds is an ineligible expenditure, then the Municipality shall immediately reimburse the County in an amount equal to the amount of the ineligible expenditure from funds of the Municipality other than Municipal Funds granted pursuant to this Agreement, and provide to the County evidence of such reimbursement. The Municipality shall have 30 days of receipt of the County's determination of an ineligible expenditure to reimburse the County for such expense. If the Municipality chooses to subsequently grant its Municipal Funds, it shall be responsible for properly tracing and accounting for when, how, why and by whom the expenses were ultimately incurred. This includes the documentation responsibilities listed in Paragraph 9(f-g) above. In the event the County has to enforce this Agreement, it shall be entitled to recover its reasonable attorney's fees and costs incurred in doing so.

22. Offset. To the extent allowable by law, the County reserves the right in its sole discretion to apply any money, damages or costs incurred as a result of a material breach of this agreement by the Municipality against the future distribution of future tax revenues or receipts from the County to the Municipality.

OTHER

23. Attorney's Fees and Costs. The County shall be entitled to recover its reasonable and necessary attorney's fees, costs and expenses, from the Municipality in the event the County must

enforce the terms of this Agreement in any way, including, but not limited to, litigation or mediation to the extent allowed by law.

24. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Venue of any dispute shall be in a court of competent jurisdiction in Denton County, Texas.

25. No Assignment. The Municipality may not assign this Agreement.

26. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

27. Amendment. Any Amendment of this Agreement must be by written instrument dated and signed by both parties.

28. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

29. Survival. All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to payment, agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.

30. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

31. Signature Authority. The signatories hereto represent to each other that they have the full right, power, and authority and have been given any approvals necessary to enter into this Agreement to bind the respective parties for which they sign, and to perform their obligations hereunder, and that the consent of no other parties is needed to fully effectuate this Agreement.

ATTACHMENTS

32. This is a list of attachments and is included with this agreement and incorporated herein, as appropriate:

1. Attachment A: Chapter 381 Resolutions of the County;
2. Attachment B: Form Budget of Expenditures and Description of Intended Uses;
3. Attachment C: CRF Guidelines, Regulations (including statute, FAQs, and Guidance).

DENTON COUNTY, TEXAS

CITY OF CORINTH, TEXAS

By: _____
Andy Eads, County Judge

By: _____
Mayor or City Manager

Date

Printed Name

Attest:

Printed Title

County Clerk

Date

Attest:

City Secretary

BUSINESS ITEM 9.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: Contract for Auditing Services
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: Yes
City Manager Review:

Legal Review:**AGENDA ITEM**

Consider an act on the approval of an engagement letter with Eide Bailey, LLC for auditing services for the fiscal year ending September 30, 2020.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth's Home Rule Charter, Section 9.12, states that at the close of the fiscal year an independent audit must be made on all accounts of the City by a certified public accountant. In July 2015, the City Council approved a contract for auditing services with Eide Bailey, LLC for audit services of the financial statements for the City of Corinth for fiscal years ending September 2015, 2016, 2017, 2018, and 2019.

The Finance Audit Committee recommended during the May committee meeting to retain Eide Bailey for an additional year if the audit fees remained flat. Other considerations for the committee included the implementation of GASB 87 relating to leases. This will be challenging due to the number of vehicle leases that the city currently has with Enterprise. The pronouncements have been very difficult for cities and auditors to implement due to the non-availability of software to manage and record.

The proposal from Eide Bailey remains flat at a total cost of \$40,400 for the annual audit. However, post-COVID, it is possible that due to the receipt of emergency funding through the Corona Aid, Relief, and Economic Security Act, the City may be subject to a federal or state single audit. Staff requested that Eide Bailey amend the engagement letter to include the fees associated with a single audit should it be required. The additional costs will not exceed \$8,000.

RECOMMENDATION

Staff recommends the City Council approve the engagement letter for auditing services with Eide Bailey that includes an optional fee for a Federal or State Single Audit.

Attachments

Engagement Letter

June 10, 2020

To the Honorable Mayor and
City Council of
City of Corinth, Texas
C/O Ms. Lee Ann Bunselmeyer
3300 Corinth Parkway
Corinth, Tx. 76208

The following represents our understanding of the services we will provide to **City of Corinth, Texas**.

You have requested that we audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the **City of Corinth, Texas**, as of September 30, 2020, and for the year then ended, and the related notes, which collectively comprise the **City of Corinth, Texas's** basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule – General Fund
- Schedule of Changes in Net Pension Liability and Related Ratios – Texas Municipal Retirement System
- Schedule of Employer Contributions - Texas Municipal Retirement System
- Schedule of Changes in Total OPEB Liability and Related Ratios – Supplemental Death Benefits Plan

Supplementary information other than RSI will accompany the **City of Corinth, Texas's** basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining and Individual Nonmajor Fund Financial Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- Introductory Section
- Statistical Section

Schedule of Expenditures of Federal and State Awards (if applicable)

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if applicable, and/or state or regulatory audit requirements. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards* and/or state or regulatory audit requirements.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Audit of Major Program Compliance (if applicable)

Our audit of **City of Corinth, Texas's** major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of **City of Corinth, Texas**'s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of the **City of Corinth, Texas** in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
- c. If applicable, for identifying, in its accounts, all federal and state awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
- d. If applicable, for maintaining records that adequately identify the source and application of funds for federally funded activities;
- e. If applicable, for preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- f. If applicable, for the design, implementation, and maintenance of internal control over federal and state awards;
- g. If applicable, for establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal entity is managing federal and state awards in compliance with federal statutes, regulations, and the terms and conditions of the federal and state awards;

- h. If applicable, for identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal and state award programs;
- i. If applicable, for disclosing accurately, currently, and completely, the financial results of each federal and state award in accordance with the requirements of the award;
- j. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- k. For taking prompt action when instances of noncompliance are identified;
- l. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- m. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- n. If applicable, for submitting the reporting package and data collection form to the appropriate parties;
- o. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- p. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- q. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- r. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- s. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- t. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- u. For the accuracy and completeness of all information provided;
- v. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- w. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to financial statement preparation services and any other nonattest services we perform, including completion of the auditee's portion of the Data Collection Form, if applicable, **City of Corinth, Texas's** management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

If applicable, with regard to the schedule of expenditures of federal and state awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal and state awards, (c) to include our report on the schedule of expenditures of federal and state awards in any document that contains the schedule of expenditures of federal and state awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal and state awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal and state awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of **City of Corinth, Texas's** basic financial statements. Our report will be addressed to the governing body of **City of Corinth, Texas**. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

L. Diane Terrell is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in approximately December 2020.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$40,400. We estimate that our fee for the Federal or State Single Audit, if applicable, will range from \$7,000 to \$8,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use **City of Corinth, Texas's** personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal and state regulators pursuant to authority given to them by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to federal and state regulators. The federal and state regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Government Accountability Office pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Government Accountability Office. The Government Accountability Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason (“Dispute”). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”).

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Abilene, Texas.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

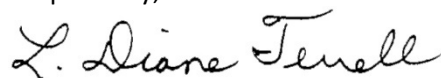
ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



L. Diane Terrell
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of management of the **City of Corinth, Texas** by:

Name: _____

Title: _____

Date: _____

Acknowledged and agreed on behalf of the Honorable Mayor and City Council of the **City of Corinth, Texas** by:

Name: _____

Title: _____

Date: _____

BUSINESS ITEM 10.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: WRITE OFF UNCOLLECTIBLE DEBTS
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review:
Strategic Goals: Citizen Engagement & Proactive Government
Organizational Development

AGENDA ITEM

Consider an act on an ordinance of the City of Council of the City of Corinth, Texas amending Chapter 36, "Finance and Revenue Taxation", of Title III, "Administration", of the Code of Ordinances to add a new section, Section 36.12, "Authority to Write Off Uncollectible Debts owed to the City from the City's Accounts Receivable", providing for the incorporation of premises; providing for an amendment; providing a cumulative repealer clause; providing a severability clause, and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

The Finance department routinely submits uncollected Utility and Accounts Receivable debt to the collection agency within 90 days of the amount becoming delinquent. In light of legislative changes, both State & Federal and significant court decisions, the City received notification from the contracted collection agency MVBA, LLC that they would be making significant changes to the collection process of Uncollectible Debts. Beginning on October 1, 2019, collection activity was limited to those accounts that are less than four years old to adhere to the four-year statute of limitations that applies to uncollectible utility and accounts receivable debt.

This action would authorize the Finance Director, or designee to write off these uncollectible debts from the City's accounts receivable and Utility ledgers if debts owed to the City under Title II of the Code of Ordinances that are four or more years old and uncollected after diligent and reasonable efforts were made to collect, as uncollectible and when the individual account totals do not exceed \$5,000. For individual accounts whose uncollectible debt is greater than \$5,000, the Finance Director or designee must obtain approval from the City Council.

RECOMMENDATION

Staff recommends approval of the ordinance amending Chapter 36 of the Code of Ordinances effective June 19, 2020.

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 36, "FINANCE AND REVENUE; TAXATION", OF TITLE III, "ADMINISTRATION", OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH TO ADD A NEW SECTION, SECTION 36.12, "AUTHORITY TO WRITE OFF UNCOLLECTIBLE DEBT", TO PROVIDE AUTHORITY FOR THE CITY TO WRITE OFF UNCOLLECTIBLE DEBTS OWED TO THE CITY FROM THE CITY'S ACCOUNTS RECEIVABLE; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; 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, Section 16.004 of the Texas Civil Practice & Remedies Code provides that the statute of limitations for filing suit to collect a debt is four years; and

WHEREAS, the City Council finds that after the expiration of the four-year statute of limitations and after diligent and reasonable efforts have been made to collect those debts, it is not fiscally responsible or in the City's best interest to continue to attempt to collect such debts; and

WHEREAS, the City Council deems debts owed to the City that are four or more years old and uncollected after diligent and reasonable efforts were made to collect, as uncollectible; and

WHEREAS, the City Council desires to authorize the Finance Director or designee to write off these uncollectible debts from the City's accounts receivable when the individual account totals do not exceed \$5,000; and

WHEREAS, the City Council desires the Finance Director or designee to obtain approval from the City Council to write off individual accounts whose uncollectable debt is greater than \$10,000.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
AMENDMENTS

That Chapter 36, "Finance and Revenue; Taxation", of Title III, "Administration", of the Code of Ordinances of the City of Corinth, Texas is hereby amended to add a new section, Section 36.12, "Authority to Write Off Uncollectible Debt", to be read in its entirety as follows:

Sec. 36.12 – AUTHORITY TO WRITE OFF UNCOLLECTIBLE DEBT.

No later than September 30 of each year, the Finance Director or designee is authorized to write off those debts owed to the City from the City's accounts receivable that are four or more years old and after following diligent and reasonable efforts to collect the debt, ("Uncollectible Debt"). The Finance Director or designee may write off Uncollectible Debt for individual accounts that do not exceed \$5,000. Individual accounts whose Uncollectible Debt is greater than \$5,000, the Finance Director or designee shall obtain approval from the City Council before writing off such debt.

SECTION 3
CUMULATIVE REPEALER

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

SECTION 4
SEVERABILITY

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5
SAVINGS/CONFLICT

In the event of a conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect.

SECTION 6
EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and approval in accordance with law and City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the _____ day of _____ 2020.

APPROVED:

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Kimberly Pence, City Secretary
City of Corinth, Texas

APPROVED AS TO FORM AND LEGALITY:

Ordinance No. _____
Page 4 of 4

Patricia A. Adams, City Attorney

BUSINESS ITEM 11.**City Council Regular and Workshop Session****Meeting Date:** 06/18/2020**Title:** Agreement Authorizing the Corinth Economic Development Corporation to Reimburse the City of Corinth**Submitted For:** Jason Alexander, Director**Submitted By:** Jason Alexander, Director**City Manager Review: Approval:** Bob Hart, City Manager**Strategic Goals:** Infrastructure Development
Economic Development
Citizen Engagement & Proactive
Government
Regional Cooperation

AGENDA ITEM

Consider and act on a Reimbursement Agreement between the City of Corinth and the Corinth Economic Development Corporation for an amount not to exceed \$35,000.00 for the completion of a return on investment report to be performed and completed by TechSolve.

AGENDA ITEM SUMMARY/BACKGROUND

Corinth continues to receive tremendous interest from businesses, developers and others who are desirous of investing in the community. A considerable portion of this interest is in the development and redevelopment of the community's emerging downtown district. Working closely and collaboratively to advance and achieve the community's vision for its economic and physical development, the City of Corinth (the "City") and the Corinth Economic Development Corporation (the "CEDC") recruited TechSolve to assist with the retention and expansion of a long-tenured pillar of the community, Metroplex Cabinets. TechSolve will perform and complete a return on investment report that will provide Metroplex Cabinets with enhanced knowledge of its operations and other solutions that can be implemented in the short- and long-term that will enable the business to increase its share of the marketplace and expand into emerging and new markets.

As time is of the essence --- with respect to receiving a report on opportunities for increasing market share and improving performance and enabling infill and redevelopment that is compatible with the vision set forth in the Comprehensive Plan and the Strategic Plan --- the City is funding the report to expedite this process. Considering the economic climate, the CEDC wishes to reimburse the City for funding the report so that the City's funds may be used for other projects that will advance Corinth's various interests and goals.

The CEDC met in Special Session on June 15, 2020, and recommended approval of the Reimbursement Agreement as presented.

RECOMMENDATION

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

Attachments

CEDC Reimbursement Agreement
TechSolve Proposal

**PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF CORINTH, TEXAS AND
THE CORINTH ECONOMIC DEVELOPMENT CORPORATION**

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Professional Services Reimbursement Agreement, (this “**AGREEMENT**”), is made and entered into by and between the City of Corinth, Texas, (the “**CITY**”), and the City of Corinth Economic Development Corporation, (the “**CEDC**”). The City and the CEDC may be referred to collectively as the “**PARTIES**”, or individually as a “**PARTY**”, throughout the Agreement.

WHEREAS, pursuant to the Texas Development Corporation Act, Texas Local Government Code Chapters 501, 502 and 505, (the “**ACT**”), the City created the CEDC and it collects, on behalf of the CEDC, an additional sales and use tax of which a portion may be used by the CEDC for certain projects that promote economic development and the retention and creation of primary jobs; and

WHEREAS, the CEDC desires to partner with the City in furtherance of the projects the City undertakes to promote economic development, while improving the efficiency in the use of the sales and use tax revenues that the CEDC receives; and

WHEREAS, the City and the CEDC determined that contracting for professional services with TechSolve for TechSolve to perform a study and provide a relocation return on investment report that will analyze and provide recommendations on the retention, expansion and possible relocation of Metroplex Cabinets, (the “**Report**”), in support of the community’s vision for achieving a vibrant downtown district while encouraging the retention and creation of primary jobs that will promote local economic development and stimulate business and commercial activity within the City, is mutually beneficial to the City and the CEDC and in furtherance of their purposes; and

WHEREAS, the CEDC desires to reimburse the City for the cost of this Report and related services pursuant to Section 501.152 of the Act; now, therefore,

FOR AND IN CONSIDERATION of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the CEDC hereby agree as follows:

1. Incorporation of Recitals.

The foregoing recitals are true and correct and are incorporated herein.

2. Terms and Consideration.

The City agrees to contract with TechSolve for TechSolve to provide the Report and related services, as outlined in TechSolve's Proposal of Services, attached as Exhibit "A" hereto and incorporated as if set forth fully herein, and the CEDC agrees to reimburse the City for an amount not to exceed THIRTY-FIVE THOUSAND DOLLARS AND NO/100 (\$35,000.00) for the cost of TechSolve's professional services, including but not limited to, the Report. Such reimbursement is predicated on the approval of the City Council and the CEDC Board of Directors.

3. Priority.

In the event of a conflict between the provisions of this Agreement and Exhibit "A" attached hereto, the provisions in this Agreement shall control.

4. Notice.

All notices and communications regarding this Agreement to any Party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

CITY OF CORINTH

Attention: City Manager
3300 Corinth Parkway
Corinth, Texas 76208

CORINTH ECONOMIC DEVELOPMENT CORPORATION

Attention: Executive Director
3300 Corinth Parkway
Corinth, Texas 76208

Either Party may designate a different address by giving the other Party at least ten (10) days written notice in the manner prescribed above.

5. Parties in Interest.

This Agreement shall be for the sole and exclusive benefit of the City and the CEDC and shall not be construed to confer any benefit or right upon any other parties.

6. Severability.

In the event that any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged illegal, invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Agreement as a whole or any part or provision hereof other than the part that is declared to be illegal, invalid or unconstitutional.

7. Entire Agreement.

This Agreement contains the entire agreement between the Parties and it supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Corinth, Texas and the City of Corinth Economic Development Corporation, as of [redacted] day of [redacted], 2020.

CITY OF CORINTH, TEXAS

[redacted signature line]

Bill Heidemann
Mayor

ATTEST:

[redacted signature line]

Lana Wylie
Interim City Secretary

CORINTH ECONOMIC DEVELOPMENT CORPORATION

[redacted signature line]

Grady Ray, President
Board of Directors

ATTEST:



Brad Hinson, Secretary
Board of Directors



Proposal
For
Corinth Economic Development Corporation
Corinth, Texas
Plant Relocation ROI

June, 2020

Prepared by:

Steve Bebko

Sr. Business Advisor

bebko@techsolve.org

BACKGROUND

The City of Corinth, Texas and Corinth Economic Development Corporation are developing the downtown area. As part of the development plan, NCTC College Campus would like to expand south where Metroplex is currently located. Metroplex Cabinets has been a pillar of Corinth and is capacity constrained due to the size of their facility which is limiting their growth. Metroplex and the City of Corinth have had preliminary discussions to determine if it would be feasible to move to a larger facility on a pre-determined plot of land within the City of Corinth. The City of Corinth reached out to TechSolve to help determine what the return on investment for the relocation would be to help Metroplex decide if the move would create a favorable return to Metroplex.

PROJECT SCOPE

The scope of this project is to determine the Return on Investment of moving the Metroplex Cabinets facility and operations to a larger facility within the City of Corinth based on information and assumptions provided by the City of Corinth and Metroplex Cabinets. This will be a "high-level analysis" that will give Metroplex information to decide if they should pursue relocating their facility.

PROJECT APPROACH

TechSolve representatives will travel to Corinth, Texas to perform an onsite assessment of the Metroplex Cabinets' operation. This will include the following:

- Observing plant operations
 - Flow patterns
 - Equipment
 - Constraints due to facility size
- Reviewing and confirming the following with the City of Corinth, Corinth Economic Development Corporation, and Metroplex Cabinets:
 - After-tax financial projections of old and new facility with assumptions prepared by Metroplex
 - Cost reduction/operational improvement initiatives and assumptions
 - Revenue initiatives to support the increase capacity and assumptions
 - Costs of new facility and property
 - Costs of moving to new facility
 - Current and future utility costs



- Financial arrangement between the City of Corinth, Corinth Economic Development Corporation, and Metroplex regarding the land site that will be potentially developed for Metroplex
- Requirements of the City of Corinth regarding the new facility campus appearance
- Metroplex's Cost of Capital

TechSolve will then prepare a Relocation Return on Investment Report. A virtual follow-up meeting with the City of Corinth, Corinth Economic Development Corporation, Metroplex Cabinets, and TechSolve will then take place to review report and discuss next steps.

DELIVERABLES

- Relocation Return on Investment Report
- Virtual meeting with the City of Corinth, Corinth Economic Development Corporation, Metroplex Cabinets, and TechSolve to discuss results and next steps

PROJECT SCHEDULE

The On-Site Assessment/Analysis will take place mid-week, during a week the plant is operating, and is convenient to all parties involved. Following the visit, the Relocation Return on Investment Report will be developed and then reviewed with the City of Corinth, Corinth Economic Development Corporation, and Metroplex Cabinets.

PROJECT INVESTMENT

Total Investment: An amount not to exceed **\$35,000.00**, including travel expenses. TechSolve will provide receipts for all travel-related expenses except mileage expenses.

AUTHORIZATION

In accepting this proposal, please return a signed copy and Purchase Order to bebko@techsolve.org.

ACCEPTED: Corinth Economic Development Corporation
3300 Corinth Parkway
Corinth, TX, 76208

By: Bob Hart Date: June 5, 2020
Title: City Manager P.O. No. _____
Signature: Bob Hart

ACCEPTED: David Linger
President and CEO
TechSolve, Inc.
6705 Steger Drive
Cincinnati, OH 45237

Signature: David R Linger Date: June 5, 2020



TERMS AND CONDITIONS

1. Terms and Conditions Applicable. The terms and conditions set forth herein shall apply to any and all orders made by the Purchaser for any or all of the products and/or services described in the Proposal. These terms and conditions comprise all of the terms and conditions of TECHSOLVE and the Purchaser respecting the subject matter of the Proposal, except to the extent that any terms or conditions shall have been changed or modified in the Proposal. Any additional contradictory or different terms contained in any initial or subsequent order or communication from Purchaser pertaining to the goods are hereby objected to and shall be of no effect. All orders are subject to approval by TECHSOLVE. No waiver, change, modification or other or alteration of terms herein shall be binding unless in writing and signed by TECHSOLVE.
2. Price in Proposal. The prices quoted in the Proposal are firm for the number of days set forth in the Proposal, except that such price or prices may be adjusted upward or downward without notice in the event of: (i) alterations in specifications, quantities, designs or delivery schedules; (ii) increases in the cost of fuel, power, material, supplies, or labor; and/or (iii) foreign or domestic legislation enacted by any level of government, including tax legislation, which increases the cost of producing, warehousing, or selling the goods purchased hereunder.
3. Taxes and Fees. Any taxes or fees imposed by any federal, state, municipal or other governmental authority that may be applicable to the sale, use, delivery or transportation of the products or services that may be sold by reason of any contract arising out of this Proposal and any and all duties, tariffs, brokerage charges, shall be added to the price of the order and paid by the Purchaser, except where the Purchaser shall have provided a proper certification of exemption there from. The price for the products and/or services purchased is net of sales, use, excise or similar taxes, whether federal, state, or local.
4. Method of Shipment. Unless otherwise set forth in the Proposal, all shipments made pursuant to any contract arising out of this Proposal shall be made F.O.B. Cincinnati, Ohio or the nearest stocking point. In the event that Purchaser shall specify a method of shipment other than that specified in this Proposal, TECHSOLVE agrees to ship by that method provided that the price shall be adjusted to reflect any increase or decrease in the price to the extent that the cost of shipment is or will be included therein, and provided further that such shipment method shall not modify the risk of loss as specified in this Proposal.
5. Rescheduling. Purchaser may cancel and reschedule a scheduled TECHSOLVE activity by providing TECHSOLVE with notice of its need to cancel and reschedule a minimum of three business days prior to the date when the activity is scheduled to take place. In order to prevent reoccurring cancellations, should Purchaser cancel an activity with less than three business days prior notice, on the third reschedule Purchaser agrees to pay TECHSOLVE a "lost opportunity" fee equal to 50% of the cost of the rescheduled time.
6. Cancellations. Orders made pursuant to this Proposal may not be canceled for any reason without the written consent of TECHSOLVE. Cancellation or suspension of orders, if consented to by TECHSOLVE, will be upon terms that indemnify TECHSOLVE for liabilities and expenses incurred and for commitments made by TECHSOLVE and which provide for profit on work-in-process and for the contract value of goods completed and ready for shipment and a cancellation fee equal to ten percent (10%) of the Proposal price. This provision shall not preclude TECHSOLVE from recovering all damages and costs of whatever nature permitted under the Uniform Commercial Code.
7. Delivery. Any shipping dates or completion dates set forth in the Proposal or in an agreement that shall result from the Proposal are approximate and time shall not be considered of the essence. Failure to effect shipment or completion by such estimated delivery or completion date will not be considered sufficient cause of cancellation without prior agreement confirmed in writing by an authorized agent of TECHSOLVE.
8. Risk of Loss. Notwithstanding title to or ownership of products, risk of loss shall pass to the Purchaser as soon as the products are identified to any contract that shall have arisen from the Proposal.
9. Non-solicitation. During the course of the delivery of the services covered by this proposal and for a period of two years after the completion or termination of this work, Purchaser will not directly or indirectly solicit, employ or retain in any capacity, or directly or indirectly offer to employ or retain in any capacity, any personnel of TECHSOLVE who are working or have worked on the Purchasers' project(s).



10. **Terms of Payment.** Unless otherwise specified in this Proposal, any products and/or services ordered pursuant to this Proposal shall be paid upon receipt of invoice. Unless otherwise noted in the Proposal, all contracts involving an amount greater than \$10,000 will be invoiced monthly based upon the time devoted to the engagement in the prior month. If Purchaser defaults with respect to any payment described here and above, it shall pay TECHSOLVE for all costs and expenses, including legal expenses and attorney's fees, incurred by TECHSOLVE in exercising any of its rights or remedies. The unpaid balance after thirty (30) days shall be subject to a late charge of 1 ½% per month, or the maximum rate allowed by law, if less.

11. **Security Interest.** Until full payment of the purchase price for any products and/or services ordered pursuant to this Proposal, TECHSOLVE shall retain a security interest in such products and may, at its option and without further agreement or signature of the Purchaser, file evidence of such security interest pursuant to the Uniform Commercial Code.

12. **Warranties.** TECHSOLVE warrants that it will perform the services in a workmanlike manner. This warranty is given in lieu of any other representation or warranty, express or implied, including the implied warranties of merchantability and fitness for a particular purpose which are hereby disclaimed and excluded by Seller.

13. **Exclusive Remedy.** The sole and exclusive remedies of the Purchaser for a breach of the foregoing warranty shall be, at the option of TECHSOLVE, the return of the products and repayment of the price or the repair, replacement or re-performance of nonconforming products or services. TECHSOLVE will not accept the return of any goods without its prior written consent. Purchaser shall give written notice to TECHSOLVE of any claim for breach of warranty within thirty (30) days after receipt of the goods or completion of the services. Any remedy of the Purchaser against TECHSOLVE shall be barred unless notice is given in accordance with the foregoing provisions.

14. **Limitation on Liability.** TECHSOLVE shall not be liable to buyer for any incidental, indirect, consequential, special or punitive damages of any kind caused or alleged to be caused, directly or indirectly, by the goods or services or by any inadequacies thereof, including, without limitation, any loss of business or profits, whether arising in tort, contract, warranty or strict liability. In no event shall TECHSOLVE'S liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) exceed the contract price paid for the goods or services delivered by TECHSOLVE hereunder.

15. **Proprietary Rights.** Any and all models, drawings, sketches, plans and other information supplied by one party to the other shall remain the property of the party who supplied such. The other party may not use any such material or information except with respect to the products and/or services dealt within this Proposal. Any product or service sold under an agreement resulting from this Proposal shall not constitute a license to use any of the proprietary rights of TECHSOLVE.

16. **Applicable Law.** The terms and conditions of any contract arising out of the Proposal shall be construed in accordance with the laws of the State of Ohio without reference to conflict of laws. Any suit, action or proceeding arising out of the sale hereof shall be instituted by either party in the courts of the State of Ohio, Hamilton County, or United States District Court for the Southern District of Ohio, Western Division and TECHSOLVE and Purchaser irrevocably and unconditionally submit and consent to the jurisdiction and venue of any such court for such purpose, and each waives any obligation it may have as to the venue of any dispute arising out of or in connection with this transaction.

17. **Interpretation.** Any provision requiring the written consent or approval of TECHSOLVE hereunder shall require the written consent or approval of an executive officer of TECHSOLVE. No agent, salesman or other party is authorized to bind TECHSOLVE by an agreement, warranty, statement, promise or understanding not herein expressed.

18. **Force Majeure.** TECHSOLVE shall not be liable for any loss, damage, delay, changes in shipment, schedules or failure to deliver, whether arising in tort, contract or warranty, caused by accident, fires, strikes, riots, civil commotion, embargoes, failure of carriers, inability to obtain transportation facilities, foreign or local governmental requirements, acts of God, prior orders from customers or limitations on TECHSOLVE'S or its suppliers' production or any other causes of contingency beyond TECHSOLVE'S control. In such event, TECHSOLVE shall not be liable for any consequential, incidental or special damages to Purchaser. TECHSOLVE may, at its option and without liability, cancel all or any portion of this Agreement and/or extend any date upon which performance hereunder is due.

BUSINESS ITEM 12.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: Resolution appointing one candidate to the Denco Area 9-1-1 District Board of Managers
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
Regional Cooperation

AGENDA ITEM

Consider and Act on a Resolution casting a vote for one candidate to the Board of Managers of the Denco Area 9-1-1 District.

AGENDA ITEM SUMMARY/BACKGROUND

The mission of Denco 9-1-1 is to provide an efficient, effective enhanced 9-1-1 emergency telecommunications system that assists its member jurisdictions in responding to police, fire, and medical emergency calls.

Brandon Barth, Jim Carter and David Terre were nominated to serve on the Denco Area 9-1-1 District Board of Directors. The selected nominee will serve a two-year term beginning October 1, 2020.

The Council will need to decide which candidate to cast a vote to represent the municipalities on the Denco Board of Managers. All votes must include a Council Resolution.

RECOMMENDATION

Adopt the resolution casting a vote.

Attachments

Resumes
Resolution

Brandon Barth, CEM®

15612 Pioneer Bluff Trail – Roanoke, TX 76262 – 770-883-6245 – barth.brandon@gmail.com

PROFILE SUMMARY

Results-oriented, dependable professional with 15 years of emergency response and fire rescue experience. Certified and skilled in emergency management, media, and public relations. Possesses superior communication and multi-tasking skills with an acute attention to detail in a fast-paced, high-stress environment.

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Flower Mound, TX

Emergency Management Officer

March 2014-Present

- Leads, manages, directs, and supervises the functions and programs of the Emergency Management Division.
- Assists in the development, planning, and implementation of Departmental goals and objectives.
- Participates in the development and administration of the Emergency Management Division budget, including the financial planning for staffing, equipment, and supplies for the Emergency Management Division.
- Responds to incidents and provides Emergency Management Support
- Assists the Suppression Division during times of emergency as an officer of the Flower Mound Fire Department i.e. FIT, Safety Officer, Division assignment, SME.
- Manages the Town's Mobile Incident Command Vehicle and supervises the trained driver/operators of the vehicle.
- Serves as the Public Information Officer for the Fire Department, providing news releases/statements, coordinates projects with the Town's Communications Department, and oversees the FMD website and social media accounts.
- Oversees administrative compliance and scheduling of the AMBUS with the North Central Texas Trauma Regional Advisory Council and the State of Texas Emergency Medical Task Force. Coordinates that the AMBUS and its ancillary equipment are operationally ready.
- Maintains information on hazardous materials that are stored in the Town of Flower Mound and project manages hazardous materials spills within the Town.
- Performs various special research projects and may be responsible for administering special programs.
- Secures technical and financial assistance through grants and Public/Private partnerships.
- Prepares and presents public awareness programs to civic groups, medical facilities, schools, and other organizations.
- Reviews Special Event Permits and works with other Town departments to plan for special events and to prepare Special Event Emergency Operations Plans.
- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Debris Management Plan and master Emergency Operations Plan and 22 supporting Annexes. Plans the Town's response to disasters and ensures that all entities can respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Provides expert knowledge and advice to operating departments on special conditions and operating requirements that would be imposed by disasters.
- Responsible for ensuring operability of outdoor warning sirens and securing interlocal agreements and easements for the installation of sirens (installed 16 new sirens since 2014).
- Manage the Town's Everbridge emergency notification system.
- Serves as liaison with community, state and federal authorities concerned with disaster planning, response, and recovery.

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- Responsible for seeking FEMA reimbursement post-disaster or reimbursement from the State of Texas post-deployment of Town resources to other disaster or emergency events.
- Serve as the co-chair for the North Central Texas EOC Support Team

Allied International Emergency, LLC – Fort Worth, TX

May 2011- March 2014

Operations Manager

September 2013-March 2014

- Managed the daily operations and supervised a staff of 8 employees for the Allied International Emergency's corporate branch.
- Oversaw 500+ annual hazardous materials and environmental remediation projects daily in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during numerous emergency responses.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.

Project Manager

May 2011-September 2013

- Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
- Supervised projects through the emergency response, mitigation, remediation, and closure phases.
- Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
- Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
- Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
- Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
- Conducted sampling of water, air, and soil to determine potential contamination.
- Wrote policies for new hires to the company.

Baldwin County Fire Rescue – Milledgeville, GA

January 2005- March 2011

Full-time Firefighter/Public Information Officer

January 2007-March 2011

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those.

Brandon Barth, CEM®

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- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted with grant and compliance research on behalf of the executive staff.
- Worked 24-hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
- Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
- Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
- Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1.
- Provided fire safety demonstrations and classes to children in the local school system.
- Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
- Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
- Awarded Firefighter of the Year – Baldwin County Fire Rescue 2008-2009.

Part-time/Volunteer Firefighter

January 2005-January 2007

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in more than 80% of emergency calls and training drills and responded to emergencies via notification by pager.

EDUCATION

Bachelor of Business Administration, International Business
Georgia College & State University - Milledgeville, GA May 2007

PROFESSIONAL CERTIFICATIONS

Certified Emergency Manager, International Association of Emergency Managers
Advanced Professional Series, Federal Emergency Management Agency
Professional Development Series, Federal Emergency Management Agency
Amateur Radio License, Federal Communications Commission
Intermediate Firefighter, Texas Commission on Fire Protection
Intermediate Fire Investigator, Texas Commission on Fire Protection
Emergency Medical Technician-Basic, National Registry and Texas Department of State Health Services
Wildland Firefighter, Texas Commission on Fire Protection and Texas A&M Forest Service
Fire Officer IV, Texas Commission on Fire Protection
Fire Instructor II, Texas Commission on Fire Protection
Incident Safety Officer, Texas Commission on Fire Protection
ICS 100, 200, 300, 400, 700, and 800, Federal Emergency Management Agency

JIM CARTER

6101 Long Prairie Road
 Ste 744-110
 Flower Mound, Texas 75028

(817) 239-7791
jim.carter1@icloud.com

EDUCATION

College Degree:	University of Georgia, B.B.A. Finance
Post Graduate:	Georgia Tech, University of Tennessee, University of Michigan, Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance	General Motors Corporation
Zone Vice-President	Frito-Lay, Inc., International and Domestic Development
President, C.E.O.	Mercantile Corporation Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,
Current: Principal	James P. Carter & Associates – Consultant & Mediator To business and governmental entities
Professional Licenses	Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor	Trophy Club, Texas – 14 years
Municipal Court Judge	Trophy Club, Texas – 12 years
Emergency Manager	Trophy Club, Texas – 14 years
County Commissioner	Denton County, Texas – 8 years
Vice President	Texas Association of Counties
President-Current	Denton County Emergency Services District #1 Fire and Emergency Medical over 65 square miles Serving 5 municipalities: (Argyle, Bartonville, Copper Canyon, Draper, and Northlake); Lantana Freshwater Supply Districts #6 and #7 and unincorporated areas of Denton County
Texas State Board Member- Current	State Association Fire and Emergency Service Districts – Trains Emergency Services District Commissioners

Board Member Denco 911- Current	Emergency telecommunications system that assists its member jurisdictions in managing police, fire and medical emergency calls.
Mission Leader – Guatemala	Constructed purified water system in remote villages, shared the “Good News” of Jesus’s love.
Team Leader	Provide housing and food to victims of Hurricane Katrina.
Team Leader	Made several trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy	11 years – active and reserve service
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Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

David Terre

3941 Teal Cove
The Colony, Texas 75056
972-740-4526
terre.david@yahoo.com



OBJECTIVE

If elected to a fourth term, I will continue to work hard, be organized, use common sense, and always apply the golden rule. This approach has enabled me to make significant contributions during my previous three terms.

EDUCATION

Drake University/ Moberly Community College
BS-Business Administration and a Minor in economics

EMPLOYMENT HISTORY

Vice President of Sales | Wilson Sporting Goods
Retired

46 Year Career

Successfully retired after a wonderful 46 year career where I rose through the ranks to become Vice President of Sales responsible for all domestic sales.

- Directed European Sales Operations while living in Germany
- Experience in Marketing
- Achieved successful coordination of new product introductions
- Managed West Coast Distribution Operations

LEADERSHIP

The Colony City Council

2011-Present

- 2011 - Received the honor of being elected Mayor Pro Tem during my first term on City Council
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 - First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- 2017 - Reelected to an uncontested 3rd term on City Council

The Colony Planning & Zoning Commission

2008-2011

- Served as Vice Chair

HONORS

- 1982 – Drake University Basketball Hall of Fame
- 1994 – Moberly Community College Basketball Hall of Fame
- 1995-2003 – Three-time Senior Olympics Gold Medal Winner for USA Basketball Team
- 1999 – Wilson Wall of Fame Honor
- 2007- Moberly Community College Outstanding Alumni of the year
- 2013 –Washington High School Hall of Fame
- 2018 –Roaring Lambs Hall of Fame

DCAD ACCOMPLISHMENTS

I have worked with my fellow Board Members to achieve the following meaningful results:

- Ensure a Quorum is established by being present at each meeting while achieving perfect attendance record.
- Make informed decisions doing the necessary preparation prior to each meeting
- Assisted in developing an Annual Operating Budget to ensure spending stays within budgeted funds while always looking for opportunities to reduce expenses
- Participate in the development and evaluation of the Chief Appraisal Officer each year
- To better serve Denton County Property owners, opened a convenient offsite location in the Lewisville Career Center to handle property tax protests
- Launched an online service permitting property owners to file property tax protests electronically
- Implemented a successful, structured flex work schedule as a benefit and morale Booster for ALL employees

Resolution No. 20-06-18-14

A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

Section 1

The City of Corinth hereby votes for _____ as a member of the Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning October 1, 2020.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of _____ 2020.

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Lana Wylie, Interim City Secretary

BUSINESS ITEM 13.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: Broadband ILA - Lake Dallas
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
Finance Review: N/A **Legal Review:** N/A
City Manager Review:
Strategic Goals: Infrastructure Development
Economic Development
Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

Consider and act on an Interlocal Agreement between the City of Corinth and the City of Lake Dallas for a Broadband Study.

AGENDA ITEM SUMMARY/BACKGROUND

The Broadband Task Force has recommended the Lake Cities move forward with engaging Connected Nation to conduct a two phase review of the broadband needs (field validation, a mapping and data analysis, and a demand survey) and a strategic plan. The recommended approach is the have the City of Corinth engage Connected Nation and have the other three cities participate through an ILA.

RECOMMENDATION

Recommend approval of the ILA as presented.

Attachments

ILA - Lake Dallas Broadband

**INTERLOCAL COOPERATION AGREEMENT FOR BROADBAND STUDY
BY AND AMONG THE CITY OF CORINTH, THE CITY OF LAKE DALLAS,
THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES**

This Interlocal Cooperation Agreement for Broadband Study ("the Agreement") is made and entered into by and among the CITY OF CORINTH, a Texas home rule municipality, ("CORINTH"), the CITY OF LAKE DALLAS, a Texas home rule municipality ("LAKE DALLAS") the TOWN OF SHADY SHORES, a Type A general law municipality ("SHADY SHORES") and the TOWN OF HICKORY CREEK, a Type A General law municipality ("HICKORY CREEK"), Corinth, Lake Dallas, Hickory Creek and Shady Shores are collectively referred to herein as the "LAKE CITIES" and individually referred to as "LAKE CITIES MEMBER"), each organized and existing under the laws of the State of Texas, the Texas Constitution and, as applicable, its Home Rule Charter, and acting by, through and under the authority of their respective governing bodies and officials.

RECITALS

WHEREAS, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the LAKE CITIES agree to jointly conduct a broadband study; and

WHEREAS, each LAKE CITIES MEMBER has identified concerns that their respective communities may not have the level of broadband access as defined and reported by the Federal Communications Commission; and

WHEREAS, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that the review of existing broadband services to identify necessary improvements to serve both business partners and residents is a valid governmental interest; and

WHEREAS, each LAKE CITIES MEMBER has determined that conducting a broadband study and engaging the services of a consultant to provide professional guidance is a project that each could undertake individually as a governmental function; and

WHEREAS LAKE CITIES desire to jointly participate in a broadband study, develop a task force, authorize the CORINTH to enter into an agreement with Connected Nation, Incorporated ("Consultant") to perform the study and provide the services set forth in Exhibit "A" hereto (the "CN Agreement") and pursuant to this Agreement, to participate in the cost for the services provided by Connected Nation pursuant to the CN Agreement; and

WHEREAS, the broadband study will have four components: initial study, capstone for the survey, GIS for audit and strategic plan, and the LAKE CITIES have agreed that the scope of the CN Agreement will be limited to the items set forth in this Agreement; and

WHEREAS, the City Councils of each LAKE CITIES MEMBER has found that this Agreement and the services to be provided pursuant to the CN Agreement are valid governmental

functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided hereunder.

NOW THEREFORE, the LAKE CITIES, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. **Term/Termination.** This Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign (“the Effective Date”). The term of this Agreement shall be for a period of twelve (12) months following the Effective Date. Any LAKE CITIES MEMBER may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other LAKE CITIES MEMBERS. A LAKE CITIES MEMBER who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated to pay its portion of the costs for services provided pursuant to the CN Agreement through the effective date of such termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.**

(a) By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to negotiate and enter into the CN Agreement to provide Broadband Technical Services (the “Services”) to the LAKE CITIES. The CN Agreement and the Services provided thereunder are set forth in **Exhibit “A”**, a substantial copy of which is attached hereto and incorporated herein until such time as the CN Agreement is executed by CORINTH. Upon execution of the CN Agreement by Corinth, a copy of the executed document shall replace the substantial copy (Exhibit “A”) and shall be incorporated herein by reference. The LAKE CITIES have agreed to engage the Consultant to provide those Services identified as Project Option 1, “Field Validation, Mapping and Data Analysis”; Option 2, “Demand Survey”; and Option 4, “Strategic Plan”. Additionally, CORINTH has agreed to utilize its resources to provide the Asset Inventory to be utilized by the Consultant. (Options 1, 2, 4 and Asset Inventory shall be collectively referred to as “Project Components”).

(b) Each LAKE CITIES MEMBER agrees to participate in the broadband study and to assist Consultant and CORINTH in the performance of the various Project Components. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Any payments owed the vendor for services or goods shall be paid directly by CORINTH from funds currently available to CORINTH, and each LAKE CITIES MEMBER agrees to pay its share in accordance with Section 3, “Consideration” of this Agreement. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the CN Agreement.

3. **Consideration.** LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Consultant pursuant to the CN Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed FORTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$43,500.00). CORINTH agrees to make payments to Consultant in accordance with the CN Agreement, and each LAKE CITIES MEMBER agrees to

make payments to Corinth within thirty (30) days of receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the LAKE CITIES MEMBERS for the Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

	Land Area (miles)				Total Allocation	Total Cost
	Population					
Corinth	21,260	59%	7.9	44%	51.7%	\$22,500
Lake Dallas	7,260	20%	2.7	15%	17.7%	\$ 7,700
Hickory Creek	4,560	13%	4.5	25%	18.9%	\$ 8,200
Shady Shores	2,670	7%	2.9	16%	11.8%	\$ 5,100
	35750	100%	18.00	100	100%	\$43,500

4. **Authorization.** The undersigned officers and/or agents of the LAKE CITIES represent and certify that this Agreement has been approved by their respective governing body and that each is a duly authorized official and possesses the requisite authority to execute this Agreement on behalf of its governing body.

5. **Original Counterparts.** This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **Notice.** Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other parties in writing within ten (10) days of any change in the information listed in this paragraph.

CORINTH

Bob Hart, City Manager
 3300 Corinth Parkway
 Corinth, TX 76208
 Telephone: (940) 498-3243

LAKE DALLAS

John Cabrales Jr., City Manager
 212 Main Street
 Lake Dallas, TX 75065
 Telephone: (940) 497-2226

HICKORY CREEK

John Smith, Town Manager
 1075 Ronald Reagan Avenue
 Hickory Creek, TX 75065
 Telephone: (940) 497-2528

SHADY SHORES

Wendy Withers, Town Manager
 101 S Shady Shores Road
 Shady Shores, TX 76208
 Telephone: (940) 498-0044

7. **Assignment.** The LAKE CITIES agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of each other LAKE CITIES MEMBER.

8. **Venue.** This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Agreement shall be in Denton County, Texas.

9. **Independent Parties/Governmental Immunity.** Each LAKE CITIES MEMBER agrees and acknowledges that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each is not an agent of any of the other entities and that each is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver of any governmental immunity or other defense available to each LAKE CITIES MEMBER. The provisions of this section are solely for the benefit of the LAKE CITIES and are not intended to create or grant any rights, contractual or otherwise, to any third party. This Agreement is for the sole benefit of the LAKE CITIES and shall not be construed to create any third party beneficiaries.

10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the LAKE CITIES, be rewritten to be enforceable and to give effect to the intent of the LAKE CITIES; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the LAKE CITIES.

11. **Non-Waiver.** Any failure by a LAKE CITIES MEMBER to insist upon strict performance by any one or more of the other LAKE CITIES MEMBERS of any material provision of this Agreement shall not be deemed a waiver thereof, and the LAKE CITIES MEMBER shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the LAKE CITY MEMBER waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any LAKE CITIES MEMBER of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12. **Entire Agreement.** This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the LAKE CITIES, superseding all oral or written previous and contemporary agreements among the LAKE CITIES relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by all of the LAKE CITIES.

13. **Further Documents.** LAKE CITIES MEMBER agrees that at any time after the Effective Date, they will, upon request of another LAKE CITIES MEMBER, execute and deliver such further documents and do such further acts and things as the other LAKE CITIES MEMBERS may reasonably request in order to effectuate the terms of this Agreement. This provision shall

not be construed as limiting or otherwise hindering the legislative discretion of the respective City Council seated at the time that this Agreement is executed or any future respective City Council.

Signatures of Following Pages

Corinth Signature Page

SIGNED AND AGREED this ____ day of _____, 2020.

CITY OF CORINTH

By: _____
Bob Hart, City Manager

ATTEST:

Lana Wylie, Interim City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Lake Dallas Signature Page

SIGNED AND AGREED this _____ day of _____, 2020.

CITY OF LAKE DALLAS, TEXAS

By: _____
John Cabrales, Jr. City Manager

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

Hickory Creek Signature Page

SIGNED AND AGREED this _____ day of _____, 2020.

TOWN OF HICKORY CREEK, TEXAS

By: _____
John M. Smith, Jr, Town Administrator

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

SIGNED AND AGREED this ____ day of _____, 2020.

TOWN OF SHADY SHORES, TEXAS

By: _____
Wendy Withers, Town Administrator

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

BUSINESS ITEM 14.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: Broadband ILA - Shady Shores
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
Finance Review: N/A **Legal Review:** N/A
City Manager Review:
Strategic Goals: Infrastructure Development
Economic Development
Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

Consider and act on an Interlocal Agreement between the City of Corinth and the Town of Shady Shores for a Broadband Study.

AGENDA ITEM SUMMARY/BACKGROUND

The Broadband Task Force has recommended the Lake Cities move forward with engaging Connected Nation to conduct a two phase review of the broadband needs (field validation, a mapping and data analysis, and a demand survey) and a strategic plan. The recommended approach is to have the City of Corinth engage Connected Nation and have the other three cities participate through an ILA. Shady Shores approved the ILA on June 8, 2020.

ILA is included with Business Item 13. (Duplicate ILA)

RECOMMENDATION

Approval of the ILA as presented.

BUSINESS ITEM 15.**City Council Regular and Workshop Session**

Meeting Date: 06/18/2020
Title: Broadband ILA - Hickory Creek
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development
 Economic Development
 Citizen Engagement & Proactive Government
 Regional Cooperation

AGENDA ITEM

Consider and act on an Interlocal Agreement between the City of Corinth and the Town of Hickory Creek for a Broadband Study.

AGENDA ITEM SUMMARY/BACKGROUND

The Broadband Task Force has recommended the Lake Cities move forward with engaging Connected Nation to conduct a two phase review of the broadband needs (field validation, a mapping and data analysis, and a demand survey) and a strategic plan. The recommended approach is the have the City of Corinth engage Connected Nation and have the other three cities participate through an ILA.

ILA is included with Business Item 13. (Duplicate ILA)

RECOMMENDATION

Approval of the ILA as presented.

BUSINESS ITEM 16.**City Council Regular and Workshop Session**

Meeting Date:	06/18/2020	
Title:	Agreement with Connected Nation	
Submitted For:	Bob Hart, City Manager	
Submitted By:	Lana Wylie, Administrative Assistant	
Finance Review:	N/A	Legal Review: N/A
City Manager Review:		
Strategic Goals:	Infrastructure Development Economic Development Citizen Engagement & Proactive Government Regional Cooperation	

AGENDA ITEM

Consider and act on a contract between the City of Corinth and Connected Nation, Inc., for a broadband study.

AGENDA ITEM SUMMARY/BACKGROUND**Background**

Connected Nation (CN) is an organization dedicated to expanding the access, adoption, and use of broadband and broadband-enabled technologies. Since 2001, CN has been providing community broadband planning services to states and municipalities across the country. Though terminologies and focus areas may change over time, the pillars of an effective community broadband assessment process have consistently involved: the engagement of local leadership, pre-planning, and identification of expectations; public events designed to build awareness and inform and educate local citizens; community-wide and sector-specific data collection and benchmarking; data analysis and review, including a snapshot of the local broadband ecosystem; and drafting, reviewing, finalizing, and publicizing the community's strategic broadband plan.

CN has provided highlights of its extensive experience in state and community broadband planning in the Company Information section of this proposal. It's with the experience and expertise that CN proposes supporting Lake Cities with assessing their broadband issues, opportunities and developing steps to improve the technology landscape for their residents, businesses, and institutions. The proposal is organized to focus on various technical services options for consideration. Each option includes detail of the scope, time, cost, deliverables and an example of similar work, if applicable.

Statement of Need

Technology plays a pivotal role in how businesses operate, the types of services consumers expect, how institutions serve the community, and where consumers choose to live, work, and play. The success of any community has also become dependent on how broadly and deeply the community adopts technology resources, which includes access to reliable high-speed networks, digital literacy of residents, and the use of online resources locally for business, government, and leisure.

Despite the growing dependence on technology, recent discussions with Lake Cities Broadband Committee revealed that the community may not have the level of broadband access as defined and reported by the Federal Communications Commission. The Digital Divide could be much greater not only in terms of access but also with respect to how residents, businesses and institutions are adopting and using online resources in the community. The following proposal provides various service options for the Committee to consider in addressing these gaps. The Lake Cities community, referenced as "community", is comprised of four communities: Corinth, Hickory Creek, Lake Dallas and Shady Shores as defined by boundary data maintained by Denton County. The aggregate area represents 197.7 road miles and 17.8 square miles.

1. Field Validation, Mapping and Data Analysis

Scope: CN will build upon its statewide broadband data collection and mapping activity and the input from the Lake Cities Broadband Committee to conduct a targeted broadband access field validation and audit. The

broadband field validation and outside plant audit will be performed to test and confirm provider service boundaries, deployed infrastructure assets, broadband speeds, and delivery platforms. CN's Engineering & Technical Services (ETS) staff will utilize a variety of resources for validation support, including provider coverage maps, FCC databases, public feedback on the broadband maps, and voluntary provider data submissions. Based upon initial analysis, CN has identified the following internet service providers as offering services in the community:

AMG Technology Investment Group (Nextlink), CenturyLink, Inc., Charter Communications, Frontier Communications, Grande Communications, Skybeam, Inc., Southwestern Bell (AT&T), Speed of Light Validation will include wireline and fixed wireless platform types and include the road miles defined in the previous section. CN's validation and verification methodologies have undergone stringent reviews that are based on industry accepted standards to reduce the risk of overstating broadband coverage and to develop products to inform and promote data-driven decisions that will expand broadband access. CN will document findings using these methodologies in a field report and aggregate the validated infrastructure data in an interactive map. In the course of field validation activities, CN will also identify strategic vertical assets that are not included in existing Lake Cities databases that could be leveraged for broadband expansion. Asset attributes will not be collected. Travel is required and will be dependent upon any national or state travel restrictions or guidance being lifted.

Time: 2 months

Cost: \$25,000 (includes travel cost)

Deliverables: 1. An interactive map of the community with data layers representing the validated broadband infrastructure data. 2. Field audit report and data analysis.

2. Demand Survey

Scope: CN will develop a customized online survey portal, to be made available for Lake Cities' residents, businesses, and institutions. The survey will examine the broadband supply and demand landscape in the community across households, businesses, and community anchor institutions including healthcare, libraries, schools, public safety, and others. The survey data will allow the examination of several metrics related to the community's barriers and opportunities to broadband and technology use in the community. This survey will ultimately help gauge the gaps in access, adoption, and use of broadband and define potential expansion opportunities based on the demand analysis.

CN will calculate sample sizes and breadth of survey distribution required to ensure that the data is useful and sufficient for analysis. Lake Cities leaders and community stakeholders will be responsible for promoting completion of the online survey. No travel is required.

Time: 3 months

Cost: \$9,500

Deliverables:

1. An executive summary of the survey results and corresponding data analysis.
2. An interactive map with survey respondent data to target areas of most significant broadband demand.
3. An interactive data portal with survey results and benchmark data to other communities.

3. Strategic Plan

Scope: If the community selects to pursue and complete the project options described in sections 1 and 2, CN will use the broadband data captured in the infrastructure audit and validation process and demand survey to develop a comprehensive assessment and broadband strategic plan. The plan will include a set of recommended actions that must be edited and prioritized by the Broadband Committee. Once prioritized, CN will develop a comprehensive assessment and plan with an implementation matrix. This body of work will detail next steps for addressing any deficiencies or opportunities for improving the local technology ecosystem. The plan and implementation matrix will serve as a blueprint to coordinating at federal, state, and local levels and leveraging technology to advance economic, social, and educational opportunities for families, businesses, and institutions in the community.

Deliverable: A comprehensive strategic plan document estimated to be 25-40 pages delivered in electronic pdf format.

Time: 2 months after completion of mapping and demand survey.

Cost: \$9,000

RECOMMENDATION

Authorize the city manager to execute the contract with Connected Nation after the three Lake Cities have approved the ILA.

Attachments

Connected Nation Proposal



Proposal for
Broadband Technical Services

April 15, 2020

Prepared for:
Lake Cities, Texas

Presented by:
Chris Pedersen, Vice President, Development & Planning
202.255.6098
cpedersen@connectednation.org

Connected Nation, Inc.
P.O. Box 3448
Bowling Green, KY 42102
270.781.4320

Executive Summary

Background

Connected Nation (CN) is an organization dedicated to expanding the access, adoption, and use of broadband and broadband-enabled technologies. Since 2001, CN has been providing community broadband planning services to states and municipalities across the country. Though terminologies and focus areas may change over time, the pillars of an effective community broadband assessment process have consistently involved:

- the engagement of local leadership, pre-planning, and identification of expectations;
- public events designed to build awareness and inform and educate local citizens;
- community-wide and sector-specific data collection and benchmarking;
- data analysis and review, including a snapshot of the local broadband ecosystem; and
- drafting, reviewing, finalizing, and publicizing the community's strategic broadband plan.

CN has provided highlights of its extensive experience in state and community broadband planning in the Company Information section of this proposal. It's with the experience and expertise that CN proposes supporting Lake Cities with assessing their broadband issues and opportunities and developing steps to improve the technology landscape for their residents, businesses, and institutions. The proposal is organized to focus on various technical services options for consideration. Each option includes detail of the scope, time, cost, deliverable and an example of similar work, if applicable.

Statement of Need

Technology plays a pivotal role in how businesses operate, the types of services consumers expect, how institutions serve the community, and where consumers choose to live, work, and play. The success of any community has also become dependent on how broadly and deeply the community adopts technology resources, which includes access to reliable high-speed networks, digital literacy of residents, and the use of online resources locally for business, government, and leisure.

Despite the growing dependence on technology, recent discussions with Lake Cities Broadband Committee revealed that the community may not have the level of broadband access as defined and reported by the Federal Communications Commission. The Digital Divide could be much greater not only in terms of access but also with respect to how residents, businesses and institutions are adopting and using online resources in the community. The following proposal provides various service options for the Committee to consider in addressing these gaps. The Lake Cities community, referenced as "community", is comprised of four communities: Corinth, Hickory Creek, Lake Dallas and Shady Shores as defined by boundary data maintained by Denton County. The aggregate area represents 197.7 road miles and 17.8 square miles.

Project Options

1. Field Validation, Mapping and Data Analysis

Scope: CN will build upon its statewide broadband data collection and mapping activity and the input from the Lake Cities Broadband Committee to conduct a targeted broadband access field validation and audit. The broadband field validation and outside plant audit will be performed to test and confirm provider service boundaries, deployed infrastructure assets, broadband speeds, and delivery platforms. CN's Engineering & Technical Services (ETS) staff will utilize a variety of resources for validation support, including provider coverage maps, FCC databases, public feedback on the broadband maps, and voluntary provider data submissions. Based upon initial analysis, CN has identified the following internet service providers as offering services in the community:

- AMG Technology Investment Group (Nextlink)
- CenturyLink, Inc.
- Charter Communications
- Frontier Communications
- Grande Communications
- Skybeam, Inc.
- Southwestern Bell (AT&T)
- Speed of Light

Validation will include wireline and fixed wireless platform types and include the road miles defined in the previous section. CN's validation and verification methodologies have undergone stringent reviews that are based on industry accepted standards to reduce the risk of overstating broadband coverage and to develop products to inform and promote data-driven decisions that will expand broadband access. CN will document findings using these methodologies in a field report and aggregate the validated infrastructure data in an interactive map. In the course of field validation activities, CN will also identify strategic vertical assets that are not included in existing Lake Cities databases that could be leveraged for broadband expansion. Asset attributes will not be collected. Travel is required and will be dependent upon any national or state travel restrictions or guidance being lifted.

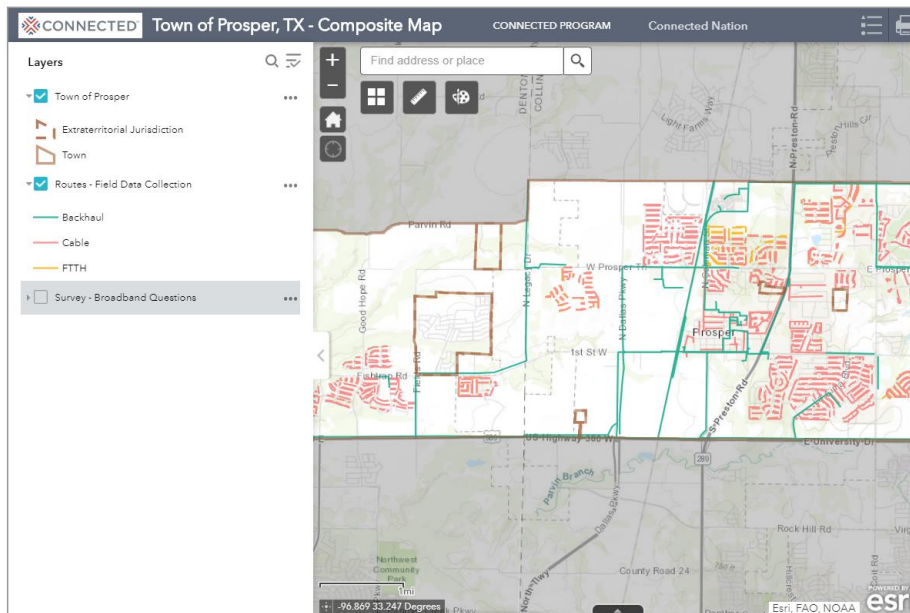
Time: 2 months

Cost: \$25,000 (includes travel cost)

Deliverables:

1. An interactive map of the community with data layers representing the validated broadband infrastructure data.
2. Field audit report and data analysis

Example: <http://connectmycommunity.org/prosper-tx-infrastructure/>



2. Demand Survey

Scope: CN will develop a customized online survey portal, to be made available for Lake Cities' residents, businesses, and institutions. The survey will examine the broadband supply and demand landscape in the community across households, businesses, and community anchor institutions including healthcare, libraries, schools, public safety, and others. The survey data will allow the examination of several metrics related to the community's barriers and opportunities to broadband and technology use in the community. This survey will ultimately help gauge the gaps in access, adoption, and use of broadband and define potential expansion opportunities based on the demand analysis.

CN will calculate sample sizes and breadth of survey distribution required to ensure that the data is useful and sufficient for analysis. Lake Cities leaders and community stakeholders will be responsible for promoting completion of the online survey. No travel is required.

Time: 3 months

Cost: \$9,500

Deliverables:

1. An executive summary of the survey results and corresponding data analysis.
2. An interactive map with survey respondent data to target areas of most significant broadband demand.
3. An interactive data portal with survey results and benchmark data to other communities.

Example: <http://connectmycommunity.org/prosper-tx/>

3. Asset Inventory

Scope: CN will work with Lake Cities stakeholders to identify assets within the community that can be leveraged to accelerate or enhance broadband infrastructure deployment.

Vertical assets will include, but are not limited to, structures such as towers less than 200' which may not be registered in the FCC's ASR database, grain elevators, silos, water towers, or other tall structures that could be leveraged to develop a fixed wireless broadband system. This inventory will seek to identify the asset, asset owner, exact location, and other pertinent information. Upon a first pass collection of this data, CN will employ a process to conduct quality assurance on the data culminating in an on-the-ground review of assets, to ensure the completeness of the data collected and to answer any outstanding questions that might exist after the initial data inventory is conducted. Utility or other poles can also be integrated into the database and map provided that the community provides the geographic data in a shpfile, kmz file or other usable format in addition to the corresponding attribute data.

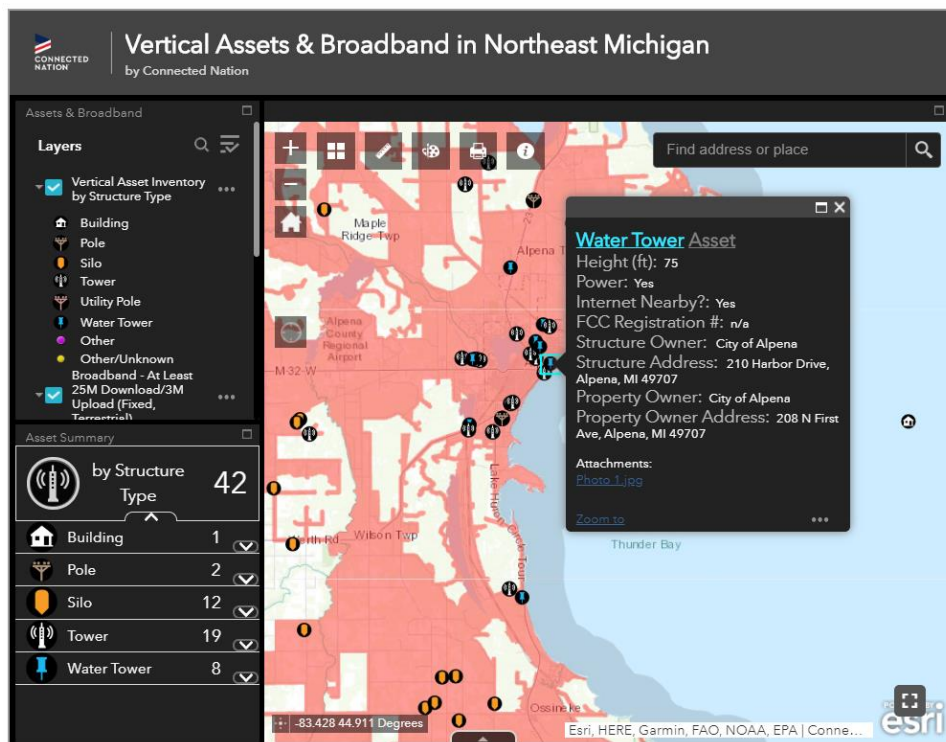
Horizontal assets will include, but are not limited to, dark and lit fiber, long haul and metro fiber, conduit and/or other assets that can be used to support network deployment. The horizontal asset inventory will primarily be developed through desktop research, access to subscription based data, and integration of data provided by the community. Travel is required and will be dependent upon any national or state travel restrictions or guidance being lifted.

Time: 3 months

Cost: \$16,000 (includes travel cost)

Deliverable: An interactive map with the comprehensive asset inventory and the ability to isolate various data layers.

Example: <http://connectmycommunity.org/nemcog-vertical-assets/>



4. Strategic Plan

Scope: If the community selects to pursue and complete the project options described in sections 1 and 2, CN will use the broadband data captured in the infrastructure audit and validation process and demand survey to develop a comprehensive assessment and broadband strategic plan. The plan will include a set of recommended actions that must be edited and prioritized by the Broadband Committee. Once prioritized, CN will develop a comprehensive assessment and plan with an implementation matrix. This body of work will detail next steps for addressing any deficiencies or opportunities for improving the local technology ecosystem. The plan and implementation matrix will serve as a blueprint to coordinating at federal, state, and local levels and leveraging technology to advance economic, social, and educational opportunities for families, businesses, and institutions in the community.

Deliverable: A comprehensive strategic plan document estimated to be 25-40 pages delivered in electronic pdf format.

Time: 2 months after completion of mapping and demand survey.

Cost: \$9,000

5. Mobile Broadband Policy Analysis and Coverage Planning

Scope: CN will examine the federal, state, and local rules that influence the deployment of small cells and 5G infrastructure in the community. Analysis will include reviewing the regulations pertaining to size, shape, and placement of wireless network equipment as well as pertinent fee caps and agreements. CN will work the Broadband Committee and other local stakeholders to identify strategies to accelerate investment and deployment of next-generation technologies by wireless carriers throughout the community. No travel is required.

Time: 2 months

Cost: \$6,000

6. Broadband Planning Support Services

Scope: CN will remotely attend regular Broadband Committee meetings and provide updates on federal, state, and local broadband activities, best practices, or innovations which may be relevant to Lake Cities' strategic goals. CN will also make available subject matter experts in GIS, policy, research, and engineering to follow-up on requests or inquiries in order to keep the Lake Cities Broadband Committee on the leading edge of broadband developments and opportunities. Any requests beyond 10 hours per month will need to be approved and invoiced at an hourly rate of \$200. No travel is required.

Time: Monthly

Cost: \$2,000

Key Personnel

Jennifer Harris – State Program Director, Connected Nation Texas

Ms. Harris is responsible for managing the development and implementation of broadband strategies throughout the state of Texas. She creates and maintains partnerships by engaging with communities, local municipalities, and state and federal government. This includes working to close the Digital Divide in rural parts of the Lone Star State. Ms. Harris also serves on the Governor’s Broadband Development Council. Having worked in state government since 2005, Ms. Harris has held a wide range of jobs in the public sector. Her professional experience includes legislative, public policy, communications, and government affairs work with the Texas Legislature, and policy and communications work for the Florida Department of Education. She holds a master’s in public service and administration from Texas A&M University and a bachelor’s of business administration in marketing from The University of Texas at Austin.

Charles (Chip) Spann - Director, Engineering & Technical Services

Mr. Spann performs engineering oversight of mobile drive testing, site plans, cost models, and radio frequency propagation map analysis. He develops drive testing methodologies used by the Universal Service Administration Company for Federal Communication Commission (FCC) Auctions 901 and 902 funding recipients and also conducts field verification, mobile drive testing, and outside plant audits of Native American tribal lands. He created field validation and wireless design models which were adopted as best practices by the FCC and National Telecommunications and Information Administration (NTIA) during the federally-funded State Broadband Initiative (SBI) grant program from 2010-2014. Mr. Spann, considered by many as a pioneer in the development of 2-way, digital, and high-speed data services during the 1990s, has 32 years of multiple discipline experience in executive leadership roles within the telecommunications industry.

John Determan - Sr. Broadband Field Engineer

Mr. Determan performs mobile drive testing, broadband service verifications, and radio frequency propagation map analysis. He also performs field verification for Federal Communications Commission (FCC) Auctions 901 and 902 funding recipients and conducts mobile drive testing and outside plant audits of Native American tribal lands. Mr. Determan assisted in creating field validation and wireless design models which were adopted as best practices by the FCC and National Telecommunications and Information Administration (NTIA) during the federally funded State Broadband Initiative (SBI) grant program from 2010-2014. Mr. Determan has been involved with the radio frequency communications industry since the late 1980s, deploying communications access across licensed and unlicensed frequencies during his 32 years of technical and engineering roles within the telecommunications industry. Mr. Determan has designed, built, and/or maintained networks from analog to digital across multiple wireless and wired platforms.

Ashley Hitt – Director, GIS Services

Ms. Hitt oversees the day-to-day operations of the Geographic Information Systems (GIS) team. She is responsible for developing strategies using GIS to provide data visualization solutions that impact policy, economic development, and the digital divide. She is a certified

Geographic Information Systems Professional (GISP) and holds a master's in geoscience and bachelor's in geography with meteorology emphasis from Western Kentucky University. Ms. Hitt was voted URISA's Young GIS Professional of the Year in 2011 and received the 2017 URISA Leadership Award.

Brian Dudek – Senior GIS Analyst

Mr. Dudek is responsible for activities promoting broadband access, adoption, and use through a Geographic Information System (GIS) as delegated by the Director of GIS Services. He uses this technology to develop and derive data-driven products to assist in bringing about solutions to help connect the unserved and underserved areas in the digital divide. Mr. Dudek conducts advanced data analyses, develops custom tools, manages geospatial and tabular data, and performs static and dynamic cartography in this effort across the nation. He is a certified Geographic Information Systems Professional (GISP) and holds a master's and bachelor's in geography from the State University of New York.

Eric Frederick - Vice President, Community Affairs

Mr. Frederick is responsible for managing the development and implementation of CN's Connected Community Engagement Program (ConnectedSM), across the United States. He develops and maintains Connected partner relationships in support of Connected Nation's mission. In addition, he provides primary management, oversight, and support for Connect Michigan's state strategy as a context for advancing methodologies relevant to Connected. In this role, he has developed relationships with statewide, national, and international groups that are partnering with Connected Nation to solve problems of connectivity and to bolster the value of internet connections. He also led a nationally recognized team that produced the nation's first certified Connected community. Mr. Frederick holds a master's in urban and regional planning from Michigan State University and a bachelor's in urban planning and GIS from Northern Michigan University.

Chris McGovern, Director of Research Development

Mr. McGovern is responsible for managing the production of Connected Nation research deliverables and the daily operations of the Connected Nation research staff. Mr. McGovern works with internal staff and external stakeholders to develop research and provide critical analysis supportive of the Connected Nation mission. He uses qualitative and quantitative techniques to interpret data, formulate reports, and make substantiated recommendations based on research findings. Mr. McGovern holds a master's in economics from Murray State University and bachelor's in political science from the University of Illinois at Chicago.

Lindsay Conrad – Director, Public Policy

Ms. Conrad is responsible for monitoring and seeking to understand all current and forecasted federal and state broadband public policy legislation and initiatives. She develops recommendations on the strategic direction and development of Connected Nation policy studies and messaging to stakeholders. She supports and guides Connected Nation's broadband planning, research, and policy agendas. Prior to this role, she served as a Community Technology Specialist for Connect South Carolina. Ms. Conrad is a certified Project Manager Professional (PMP) and holds a master's in economics from Vanderbilt University and bachelor's in economics from Maryville College.

Jessica Denson – Director, Communications

Ms. Denson is an Edward R. Murrow and Emmy award-winning journalist who still enjoys the challenge of presenting stories in interesting and thoughtful ways. She has worked in communications for several nonprofits, overseeing a wide range of projects including magazine writing and planning, creating engaging social media platforms, handling website redesign, and mining stories and story development for outreach to donors, the public at large, and media outlets. Ms. Denson handles internal and external communications for multiple state offices and programs within Connected Nation. Her duties include organizing media outreach such as press releases, guest bookings, and interviews. Ms. Denson mines stories and case studies within the organization to support its mission and demonstrate impact. Ms. Denson holds a bachelor's in mass communications from the University of Central Oklahoma.

Company Information

Connected Nation (CN) was originally founded on February 19, 2001, as the Center for Information Technology Enterprise (CITE) in Bowling Green, Kentucky, to promote technology expansion in Kentucky. CITE evolved into ConnectKentucky, a public-private initiative focused on conducting broadband mapping research and grassroots community-level planning statewide. ConnectKentucky led community planning efforts in all 120 Kentucky counties which helped to expand the use of the emerging technologies of the early 2000s. Other states began to seek that same type of guidance, and, to facilitate a multi-state consultancy, Connected Nation was formed in 2007.

CN has nearly 20 years of experience providing strategic consulting and advisory services at the federal, state, and local community levels in order to accelerate and expand broadband access. CN's strategic consulting and advisory services provide a multi-discipline view of the broadband landscape by providing broadband and telecommunications research, policy insights, mapping, engineering, and federal, state, and local strategic planning services.

CN has experience and a process to inform and develop a comprehensive plan with measurable outcomes that is representative of multi-sector stakeholders. Evidence of state-level engagement and comprehensive plan development include the production of the [Nevada State Broadband Action Plan](#) and [Puerto Rico's Gigabit Island Plan](#). A recent example of a community-level engagement and technology action plan is available via the following link for Ward County, Texas: <http://connectmycommunity.org/ward-county/>

CN enjoys a strong policy staff that fully understands the telecommunications industry, drawing on years of experience working with states on broadband issues and having experience in Washington both with the FCC and with our nation's legislators. This experience allows for robust development of policy and programs that can help pave a mutually agreeable path toward greater availability and expansion of broadband services.

CN has facilitated the development of state-level task forces or similar governance committees in 11 states focusing on strategic planning initiatives related to broadband. Examples include, but are not limited to:

- Alaska Broadband Task Force
- Connect Iowa Advisory Committee
- Kentucky Steering Committee
- Michigan Collaborative Broadband Committee

The infographic consists of six horizontal panels, each with a red background and a white icon. The text is in white. The panels are as follows:

- Panel 1:** Icon of two hands shaking. Text: "13 state-based broadband public-private partnerships from Alaska to Puerto Rico under the SBI program impacting 1,150 counties".
- Panel 2:** Icon of a classical building. Text: "Library-focused initiatives in 20 states in partnership with the Bill & Melinda Gates Foundation".
- Panel 3:** Icon of a Wi-Fi signal. Text: "1,500+ unique broadband provider relationships through data collection and processing".
- Panel 4:** Icon of a map of the United States. Text: "Broadband availability mapping across more than 40% of the U.S. landmass".
- Panel 5:** Icon of a clipboard with a checklist. Text: "Connectivity surveys and mapping for 128,000 Community Anchor Institutions".
- Panel 6:** Icon of a person sitting at a desk with a laptop. Text: "60,000+ school children provided laptops and digital skills training".
- Panel 7:** Icon of a person reading a book. Text: "230+ digital literacy training centers established in partnership with local libraries and community colleges".

- Minnesota Governor's Task Force on Broadband
- Nevada Broadband Task Force
- Ohio Technology Association
- Puerto Rico Broadband Task Force
- Connect South Carolina's Broadband Advisory Council
- Connected Tennessee Steering Committee
- Texas Broadband Task Force

Under the U.S. Department of Commerce's State Broadband Initiative grant program administered under the National Telecommunications and Information Administration, Connected Nation became the single most prolific broadband data collection and planning entity in the country. Links to several State Broadband Initiative final grant reports are provided below:

Connect Alaska: <http://www.connectak.org/ak-final-grant-report>

Connect Iowa: <http://www.connectiowa.org/ia-final-grant-report>

Connect Michigan: <http://www.connectmi.org/final-grant-report>

Connect South Carolina: <http://www.connectsc.org/sc-final-grant-report>

Connected Texas: <http://www.connectedtx.org/tx-final-grant-report>

Connected Tennessee: <http://www.connectedtn.org/tn-final-grant-report>