



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

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, September 3, 2020, 5:45 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

Pursuant to Section 551.127, Texas Government Code, one or more Council Members or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at www.cityofcorinth.com/RemoteSession. 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 report, hold a discussion, and provide staff direction on the Fiscal Year 2020-2021 Annual Program of Services and Capital Improvement Program.
2. Discussion related to the street naming of Lake Sharon Drive, Dobbs Road, Corinth Parkway.
3. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

ADJOURN WORKSHOP SESSION

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

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

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

PROCLAMATION:

1. Proclamation - Live United (Way) Month
2. Proclamation: American Payroll Association - Payroll Week

PRESENTATION:

3. Board dinner discussion and related presentation.

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.

4. Consider and act on minutes from the July 16, 2020, workshop session.
5. Consider and act on minutes from the July 16, 2020, regular session.
6. Consider and act on minutes from the August 6, 2020, workshop session.
7. Consider and act on minutes from the August 6, 2020, regular session.
8. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Lake Sharon Property Owners Association (POA).
9. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Post Oak Crossing Property Owners Association (POA).
10. Consider and act on approval of the Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Meadows Oak Home Owners Association (HOA).
11. Consider and act on approval of the Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Oakmont Property Owners Association (POA).
12. Consider approval for the acquisition of CityWorks, an asset management, and work order software for the Public Works Department, and authorize the City Manager to negotiate and execute contracts.

13. A Resolution of the City Council of the City of Corinth, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable rate making expenses; determining that this resolution was passed in open meetings act; providing for the incorporation of premises; adopting a savings clause; providing for severability; declaring an effective date; and requiring delivery of this Resolution to the company and the ACSC's legal counsel.
14. Consider authorizing the City Manager to execute an Interlocal Cooperation Agreement for Dobbs Road Reconstruction Project Surveying by and among the City of Lake Dallas, the City of Corinth, and the Town of Shady Shores.

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 - CRIME CONTROL BOARD BUDGET

BUSINESS AGENDA

15. Consider adoption of a resolution directing publication of notice of intention to issue certificates of obligation to provide funds for street improvements, municipal drainage improvements, and water and sewer improvements; and resolving other matters relating to the subject.
16. Consider and act on an ordinance of the City of Corinth, Texas amending Chapter 35, "Municipal Court of Record", of Title III, "Administration", of the Code of Ordinances of the City of Corinth to add a new section, Section 35.09 to be entitled, "Office of City Marshal", to create the office of City Marshal; providing for the incorporation of premises; providing for an amendment; providing a cumulative repealed clause; providing a severability clause.
17. Consider casting of votes for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees.
18. Consider and act on the fiscal year 2020-2021 Proposed Budget for the City of Corinth Crime Control and Prevention District.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

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

a. Update on internal control review.

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 (F)

b. Being 10.49 acres of land located in the J. WALTON SURVEY, Abstract No. 1389, City of Corinth, Denton County, Texas, and being a portion of the tract of land conveyed to Anchor City Investments, LLC, by the deed recorded in Instrument No. 2006-90896, of the Deed Records of Denton County, Texas (D)

c. Being 1.24 acres of land out of the J. P. Walton Survey, Abstract 1389, City of Corinth, Denton County, Texas (B)

d. Sanitary Sewer Easement consisting of .039 acres, Tract 3 out of the E.A. Garrison Survey, Abstract 511, within the City of Corinth, Denton County, Texas (R)

e. Sanitary Sewer Easement consisting of .032 acres located at 3605 Dobbs Road along Dobbs within the Lake Vista Business Park Final Plat, within the City of Corinth, Denton County, Texas (LV)

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 _____ day of _____, 2020 at _____ on the bulletin board at Corinth City Hall.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Annual Budget Workshop
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2020-2021 Annual Program of Services and Capital Improvement Program.

AGENDA ITEM SUMMARY/BACKGROUND

The City Charter, Section 9.02, requires that the City Manager be responsible for submitting an annual budget not later than sixty (60) days prior to the first day of the new fiscal year. In compliance with the Charter requirement, the Fiscal Year 2020-2021 budget was submitted to the Council by Friday, July 31, 2020 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2020-2021 annual budget and to provide staff direction.

The City's budget development procedures are in conformance with State Law outlined in the Truth in Taxation process. The complete budget timeline is provided below.

Meeting Date	Budget Agenda Item
July 31	Publication of the Proposed Annual Program of Services (Budget)
Aug 6	Council Workshop - Budget Overview
Aug 13	Council Workshop- Discuss Governmental & Special Revenue Funds Council vote on Published tax rate and to set the public hearing dates
Aug 20	Council Workshop - Discuss Proprietary Funds & Capital Improvement Program Approve Crime Control & Prevention District Budget
Sept 3	Council Workshop on the Annual Budget
Sept 17	Public Hearing on Tax Rate Public Hearing on the Annual Budget
Sept 24	Adoption of the Annual Program of Services (Budget) Adoption of the Tax Rates and Tax Rolls

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Discussion related to the street naming of Lake Sharon Drive/Dobbs Road/Corinth Parkway
Submitted For: Bob Hart, City Manager **Submitted By:** George Marshall, Engineer
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Regional Cooperation

AGENDA ITEM

Discussion related to the street naming of Lake Sharon Drive, Dobbs Road, Corinth Parkway.

AGENDA ITEM SUMMARY/BACKGROUND

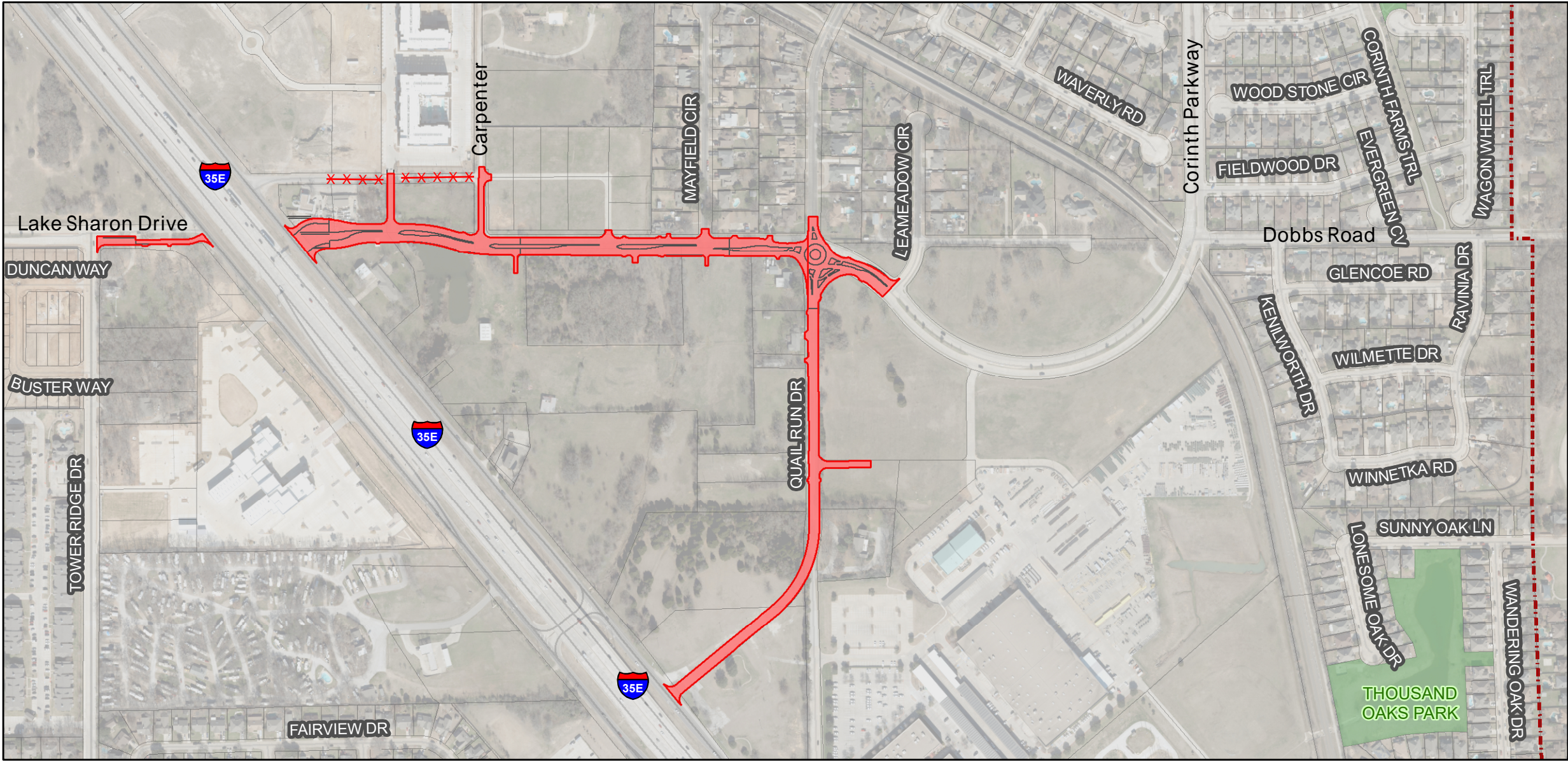
Staff will be presenting a discussion point of the street naming convention of the roads Lake Sharon Drive, Dobbs Road, and Corinth Parkway as it relates to the future realignment of Lake Sharon and Dobbs Road at I-35E.

RECOMMENDATION

N/A

Attachments

Exhibit



PROCLAMATION 1.

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: United Way - Live United Month - September 2020
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

Proclamation - Live United (Way) Month

AGENDA ITEM SUMMARY/BACKGROUND

United Way of Denton County has supported families in need for more than 65 years and is committed to improving the lives of those facing adversity during challenging times.

RECOMMENDATION

Attachments

Proclamation - United Way of Denton County



PROCLAMATION

LIVE UNITED Month – September 2020

WHEREAS, United Way of Denton County is unparalleled in the power to convene partners, providers, and resources to address the needs of neighbors in crisis; and

WHEREAS, United Way of Denton County has been identifying Denton County's needs and responding to them for over 65 years; and

WHEREAS, United Way of Denton County works with a network of nonprofits across Denton County to address needs, including feeding those who face food insecurity; preparing children for success in school, work, and life; and connecting those in crisis with resources to pay bills and stay in their homes; and

WHEREAS, United Way of Denton County is committed this year more than ever before to bring people together to help our communities recover and thrive;

NOW, THEREFORE, I, Bill Heidemann, do hereby proclaim **September 2020 LIVE UNITED Month** and ask you to join United Way of Denton County board, donors, volunteers and partners in calling on all residents of Corinth to LIVE UNITED.

Bill Heidemann, Mayor, City of Corinth, Texas

PROCLAMATION 2.

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Payroll Week Proclamation
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

Proclamation: American Payroll Association - Payroll Week

AGENDA ITEM SUMMARY/BACKGROUND

The American Payroll Association designates the week in which Labor Day occurs as Payroll Week—recognizing the contributions of the citizens of Corinth who support the American Dream and highlight the partnership between taxpayers and payroll professionals.

RECOMMENDATION

Attachments

2020 Payroll Week Proclamation



PROCLAMATION

PAYROLL WEEK

Whereas, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

Whereas, payroll professionals in Corinth, Texas play a key role in maintaining the economic health of Corinth, Texas, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

Whereas, payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and Whereas payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

Whereas, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

Whereas, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

Whereas, the week in which Labor Day falls has been proclaimed National Payroll Week, I hereby give additional support to the efforts of the people who work in Corinth, Texas and of the payroll profession by proclaiming the first full week of September Payroll Week for Corinth, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Corinth, Texas to be affixed this the 3rd day of September 2020.

Bill Heidemann, Mayor
Corinth, Texas

PRESENTATION ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: KCB Board Member 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

AGENDA ITEM

Board dinner discussion and related presentation.

AGENDA ITEM SUMMARY/BACKGROUND

RECOMMENDATION

CONSENT ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: July 16, 2020 Workshop Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the July 16, 2020, workshop session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the July 16, 2020, workshop session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the July 16, 2020, workshop session minutes.

Attachments

07.16.2020 - Workshop Session Minutes

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

On this the 16th day of July 2020, the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Mayor Heidemann
Scott Garber, Council Member
Lowell Johnson, Council Member
Tina Henderson, Council Member
Kelly Pickens, Council Member

Members Absent:

Sam Burke, Mayor Pro Tem

Staff Members Present:

Bob Hart, City Manager
Patricia Adams, Messer, Fort & McDonald
Helen-Eve Beadle, Planning Director
Jason Alexander, Economic Development Director
Cody Collier, Public Works Director
Jerry Garner, Police Chief
Michael Ross, Fire Chief
Shea Rodgers, Technology Services & Communications Manager
Lana Wylie, Interim City Secretary

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA:

1. Receive a presentation from Recast City and hold a discussion on the creation and implementation of a downtown development strategy.

Ilana Preuss, the founder and CEO of Recast City presented Recast City's vision of an emerging downtown Corinth to the City Council.



The Secret Sauce: Small-Scale Manufacturing & Stand Out Downtowns

Ilana Preuss | Founder & CEO
@ilanapreuss



@ilanapreuss

A TOUGH PLACE TO START



@ilanapreuss

COVID Reality

Most small businesses closed



@ilanapreuss

COVID Reality

Over 30 million people filed for unemployment



@ilanapreuss

Pre-COVID

80% of all counties are seeing a decline in working age adult population



@ilanapreuss

Pre-COVID

“Income inequality in America
is the highest it’s been since
Census Bureau started tracking
it.”



@lanapreuss

Pre-COVID

Most retail per capita in the world
(50% more than Canada)



@lanapreuss

Pre-COVID

Mixed-use retail
earns premium of 15-25%
as compared to surrounding retail.



@lanapreuss

SAVE SMALL BUSINESSES AND CREATE A STRONG DOWNTOWN



@ianapreuss



My Story (in brief!)

@ianapreuss



My Story (in brief!)

@ianapreuss

TEDx

The New York Times

CITYLAB

Meeting of the Minds

WASHINGTON BUSINESS JOURNAL

NEXT CITY

The Inquirer
PHILLY.com

URBANLAND

timesunion

CNN BUSINESS

Forbes

STREETSBLOG USA



My Story (in brief!)

@ilanapreuss



My Story (in brief!)

1. Economic development model from the 80's
2. People (and places) are being left behind because tech is king
3. Once a real estate model works, we keep building the same thing

Let's Be Done with the old Default Model

@ilanapreuss

1. Invest in people who live there
2. Invest in the place - with those people
3. Create a new structure to support, scale, and invest in this
4. Think long-term, but act now

Invest in a New Path Forward

@ilanapreuss



Small-Scale Manufacturing Businesses - A Missing Piece for the Solution

Photo Credit: Peccati City

Photo Credit: Peccati City



Build Inclusive Business Communities

Photo Credit: Peccati City

@ilanapreuss



Fill Storefronts

Photo Credit: Recast City

@lanapreuss



Increase Property Value

Photo Credit: Recast City

@lanapreuss



Attract More Business Owners

Photo Credit: Recast City

@lanapreuss



Create a Reason to Gather

Photo Credit: Pezard City

@lanapreuss

**All the pieces of a
thriving place...**

RC

@lanapreuss

Who are they?

RC

@lanapreuss



Artisan/Maker Business

Photo Credit: Stacy R. Bivot

@lanapreuss

WHY OPEN A WATCH FACTORY IN DETROIT?



Prototyping to Small Batch Production

Photo Credit: CBS Local, San Francisco, 11/27/14

@lanapreuss



Production at Scale in the neighborhood

Photo Credit: @lanapreuss

@lanapreuss



Makerspace

Photo Credit: Recast City

@ilanapreuss



5-12 Dessert Boutique & Lounge use Mess Hall's kitchen as their own, baking and bedecking desserts for special events.

Shared Kitchen/Shared Woodshop

Photo Credit: Mess Hall DC

@ilanapreuss

Recast City

Bring small-scale manufacturing businesses into economic and real estate development projects to create thriving places.



@ilanapreuss

Recast City

Bring small-scale manufacturing businesses into economic and real estate development projects to create thriving places.

Create strong downtowns & main streets with small-scale manufacturing.



@ilanapreuss



@ilanapreuss



We make great places
that people are proud
to call home



@ilanapreuss

Want more?

1. Sign up for our newsletter: www.recastcity.com
2. Connect on LinkedIn:
www.linkedin.com/in/ilanapreuss
3. Email: ilana@recastcity.com



@ilanapreuss



Ilana Preuss
Founder & CEO
ilana@recastcity.com
@ilanapreuss

www.RecastCity.com

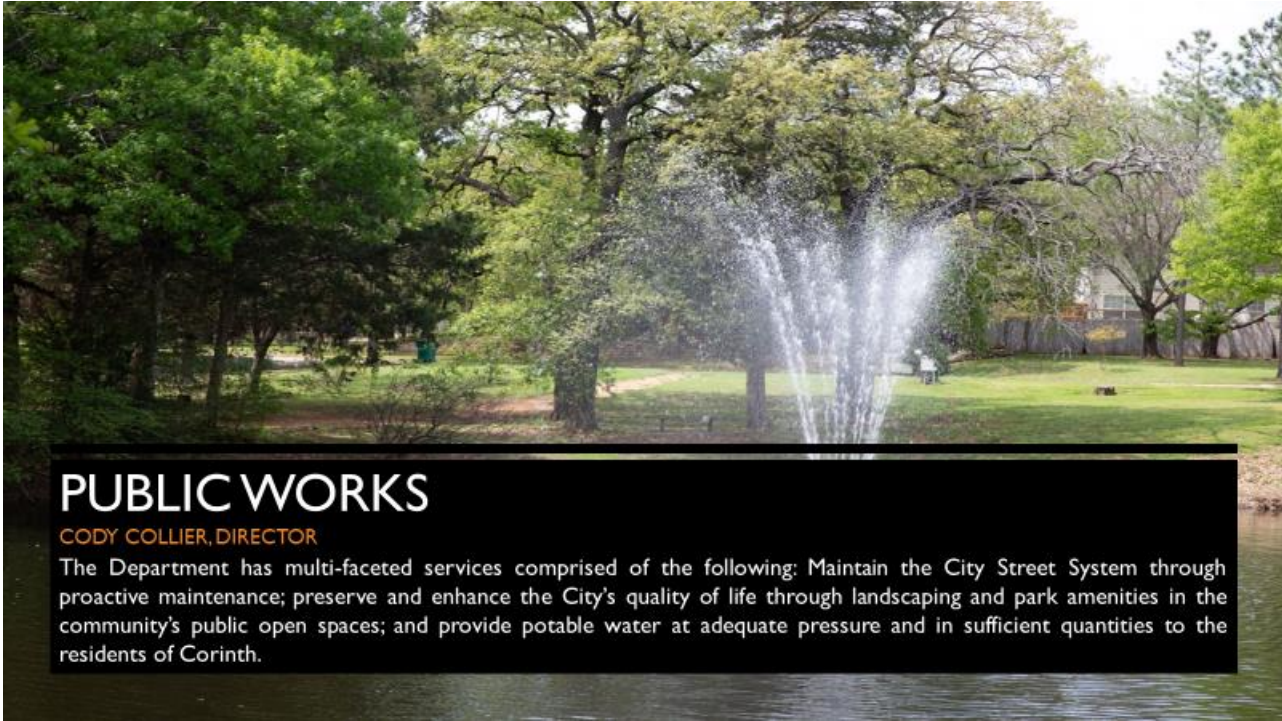
MAKE GREAT PLACES
Build communities where
small-scale manufacturing businesses thrive

Jason Alexander, Economic Development Director, requested the City Council consider the contract with Ilana/Recast City in future budget meetings in August.

2. Receive a report and hold operational discussions on the Fire Department, Police Department, and Public Works Department.



Cody Collier, Public Works Director, discussed this year's significant accomplishments and future projects for the Public Works Department.



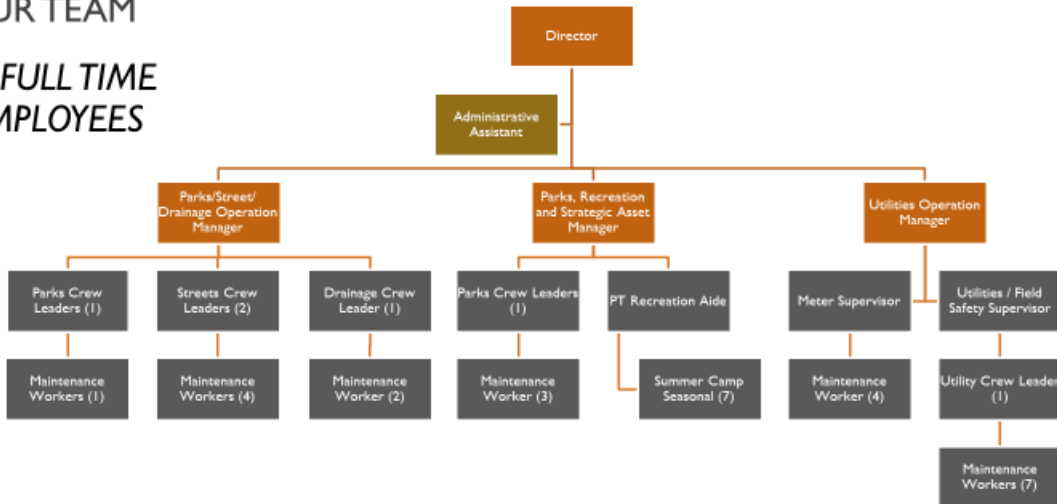
PUBLIC WORKS

CODY COLLIER, DIRECTOR

The Department has multi-faceted services comprised of the following: Maintain the City Street System through proactive maintenance; preserve and enhance the City's quality of life through landscaping and park amenities in the community's public open spaces; and provide potable water at adequate pressure and in sufficient quantities to the residents of Corinth.

OUR TEAM

34 FULL TIME EMPLOYEES



PARKS & STREETS



Accomplishments for FY2019-20

- Installed soccer net between game fields and tree line
- Installed rubber mulch at all playgrounds within the parks
- Green Ribbon project completion for FM 2499 and FM 2181 with TXDOT.
- Shady Shores and Riverview reconstruction
- Became Tree City USA certified member
- Purchased road condition analysis software through the NTCOG Share Program
- Entered into an agreement with the Dallas Off Road Bicycle Association (DORBA)
- Entered into an agreement with Public Works Emergency Response Team (PWERT)
- Complete mid-term APWA accreditation review
- Tree Replacement Program

Goals & Objectives for FY2020-21

- Purchase and integrate a work order and asset management software program.
- Enhanced Community Park Preventive Maintenance Plan
- Renew Sports Association (Soccer, Softball/Baseball) co-sponsorship agreements.)

Street Department



106 Potholes
Repaired



800 linear feet of
sidewalk replaced



6,147 square yards of
street reconstruction

266 Work Orders-Average Resolution Time -14 Days



Parks & Recreation



- **Trails**
 - 12.74 miles
- **Parks**
 - 184 acres of public parkland
 - 15 neighborhood parks
 - 12 playgrounds
 - 10 miles of ROW maintained
 - Athletic Fields Prepped for 875 Games
- **Recreation**
 - 168* Class Participants
 - *Down from 272 due to COVID-19
 - 0* Summer Camp Participants due to COVID-19
 - *Down from 2,874 from Summer Camp 2019
 - 9,770* Association Athletic Participants due to COVID-19
 - *Down from 21,012 FY 19-20

70 Work Orders- Average Resolution Time - 6 Days



STORM DRAINAGE



Accomplishments for FY2019-20

- TCEQ approved the 5-year SWMP permit
- Zero West Nile Virus positive samples
- Annual Report (year 14) approved by TCEQ.
- Met or exceed TCEQ Storm Water Compliance regulations and BMP's.

Goals & Objectives for FY2020-21

- Continue Mosquito Abatement Program.
- Continue to meet or exceed TCEQ Storm Water Compliance regulations and BMP's.

Stormwater/Drainage Department



990 Storm Inlet Inspections



40 Storm Inlets Cleaned



45 Work Orders Performed

23,000 linear feet of channel mowing



1,598 linear feet of channel cleaning & grading

45 Work Orders- Average Resolution Time - 4 Days



WATER/WASTEWATER



Accomplishments for FY2019-20

- Maintained a superior/outstanding water rating with TCEQ
- Upgrade and replace Phase 3 of the City's utility transponder system to a single point meter reading system
- Continue to update GIS for new water/sewer lines and older lines that have been repaired.
- Maintained 100% compliance with state backflow and cross connection standards.
- 100% compliant with TCEQ for all water samples and reports.

Goals & Objectives for FY2020-21

- Upgrade and replace all commercial & residential meters that are 15 years or older
- Meet State requirements for the City's public water system to be recognized with the Outstanding Water and Cross Connection awards from TCEQ
- Perform Inflow & Infiltration testing within the 3A basin
- Maintain a superior water rating with TCEQ

Water /Wastewater



13 Water Main Repairs



2 Water Pump Stations Repaired



13 Lift Stations Maintained



3,236 Water Quality Sample Tests



REGIONAL WATER DISTRICT
Subscription usage
Water – 70% annually
Sewer – 80% annually



Flushed dead end lines 475 times



6 Water Storage Tanks Maintained



7,260 Water Accounts



7,260 Transponders Replaced



4,870 Work Orders- Average Resolution Time - 3 Days

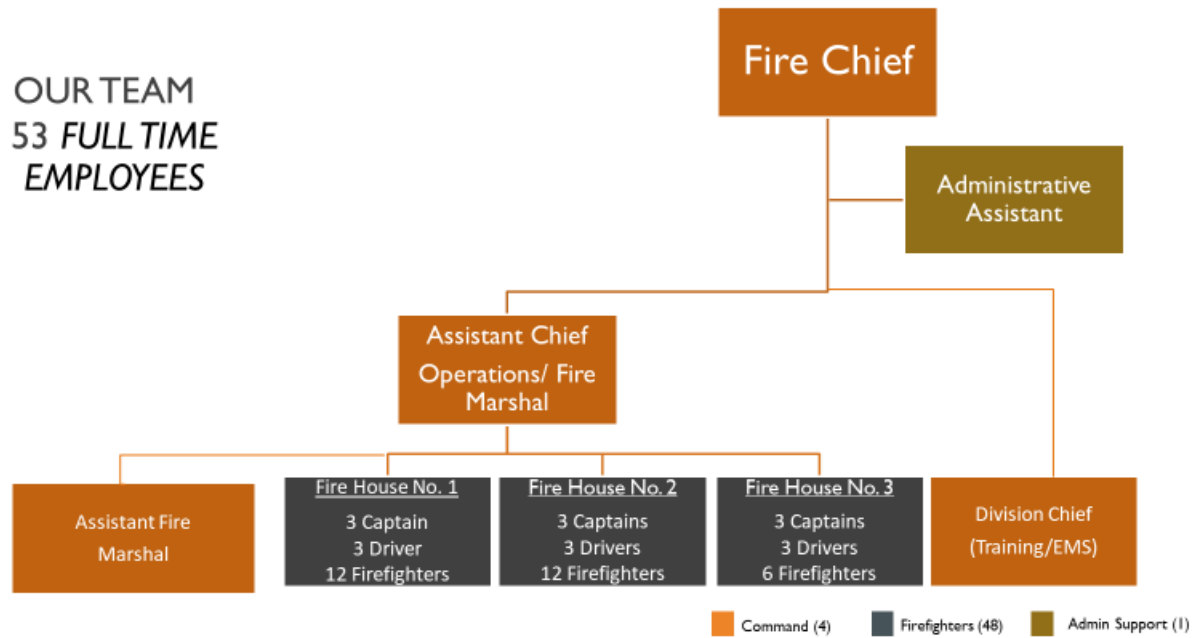
Michael Ross, Fire Chief, addressed the City Council regarding the Lake Cities Fire Department's services and goals.

FIRE SERVICES

MICHAEL ROSS, FIRE CHIEF

The Fire Department is a recognized leader in the development and delivery of professional and innovative emergency and life-safety services. We'll be there – Ready to respond, compassionate in our care, and safe in our work.

OUR TEAM
53 FULL TIME
EMPLOYEES



ACCOMPLISHMENTS

- Created a joint Public Safety Citizens Academy.
- Majority completion of road for fire training field.
- Upgraded outdoor warning sirens.
- Established framework for leadership development program for company officers and command staff positions.
- Continued fire training field partnership with the City of Little Elm.
- Revamped fire prevention for school aged children using educational characterization.
- Updated security and communications between reporting programs.
- Renewed fire contract with City of Lake Dallas, Town of Shady Shores and Town of Hickory Creek.

		
Firehouse No.1 275 W. Main, Lake Dallas	Firehouse No.2 2700 W. Shady Shores, Corinth	Firehouse No.3 3750 Cliff Oaks, Corinth
<u>Station Staffing:</u> <ul style="list-style-type: none"> 1 Captain 1 Driver 4 Firefighters <u>Equipment:</u> <ul style="list-style-type: none"> Engine 591 Medic 591 	<u>Station Staffing:</u> <ul style="list-style-type: none"> 1 Captain 1 Driver 4 Firefighters <u>Equipment:</u> <ul style="list-style-type: none"> Engine 592 Medic 592 Reserve Engine/Medic Brush, Fleet Trucks, ATV 	<u>Station Staffing:</u> <ul style="list-style-type: none"> 1 Captain 1 Driver 2 Firefighters <u>Equipment:</u> <ul style="list-style-type: none"> Quint 593, Heavy Rescue 593
Minimum Firefighters on duty daily 5	Minimum Firefighters on duty daily 5	Minimum Firefighters on duty daily 3

LCFD 2019 Call Volume by Incident Types

Provided Service to Corinth, Lake Dallas, Hickory Creek and Shady Shores



93%
Calls that required action on scene



87%
Response time within 8 minutes

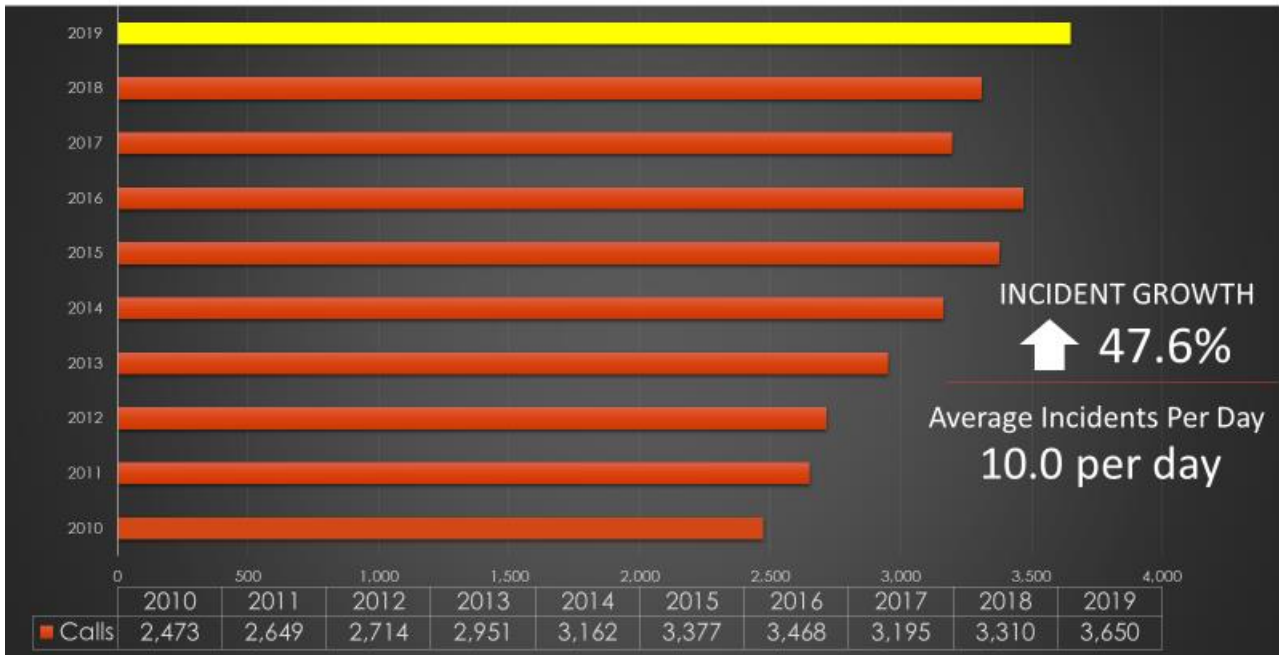


32%
Response time within 4 minutes

3,650 Total Calls for Service

1	EMS 1,884	2 Service Calls 480	3 Good Intent 397
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Call Volume Trends



Siren Upgrades

- All sirens will be on a single point of activation
- Web based- can set off remotely
- Sirens are encrypted
- Polygon based siren activation
- Maintenance program with automatic alerts program with automatic alerts

9 outdoor siren systems for the Lake Cities Area:

300 East Hundley, Lake Dallas

700 North Shady Shores Road,
Lake Dallas

Intersection of S. Hooks and
Lakewood, Hickory Creek

Intersection of Oak Tree and Strait,
Hickory Creek

3101 South Garrison, Corinth

3200 Post Oak, Corinth

1701 Ford Street, Corinth

Shady Shores Road, Corinth

101 Shady Shores Road, Shady
Shores



OBJECTIVES FOR FY2020-21

- Seek recognized status through the Texas Fire Chiefs Association Best Practices.
- Revamp fire prevention program for senior citizens.
- Finalize a master plan for the design of the fire training field.
- Approve fire services agreements with the Lake Cities.
- Signed MOU with NCTC for fire training field.
- Implement step-up Shift Command position.
- Create fire prevention brochure for businesses and station tours.
- Personality profile training for Captains, Drivers, and FTO's.

LCFD in the Community



Fire & Life Safety Education

- Reached approx. 8000 children, pre-K to 3rd grade + 5th grade.
- Included LDISD, Charter School, and Daycare Facilities
- High School Fire Academy
- Citizens Public Safety Academy



Commercial Occupancy Inspections

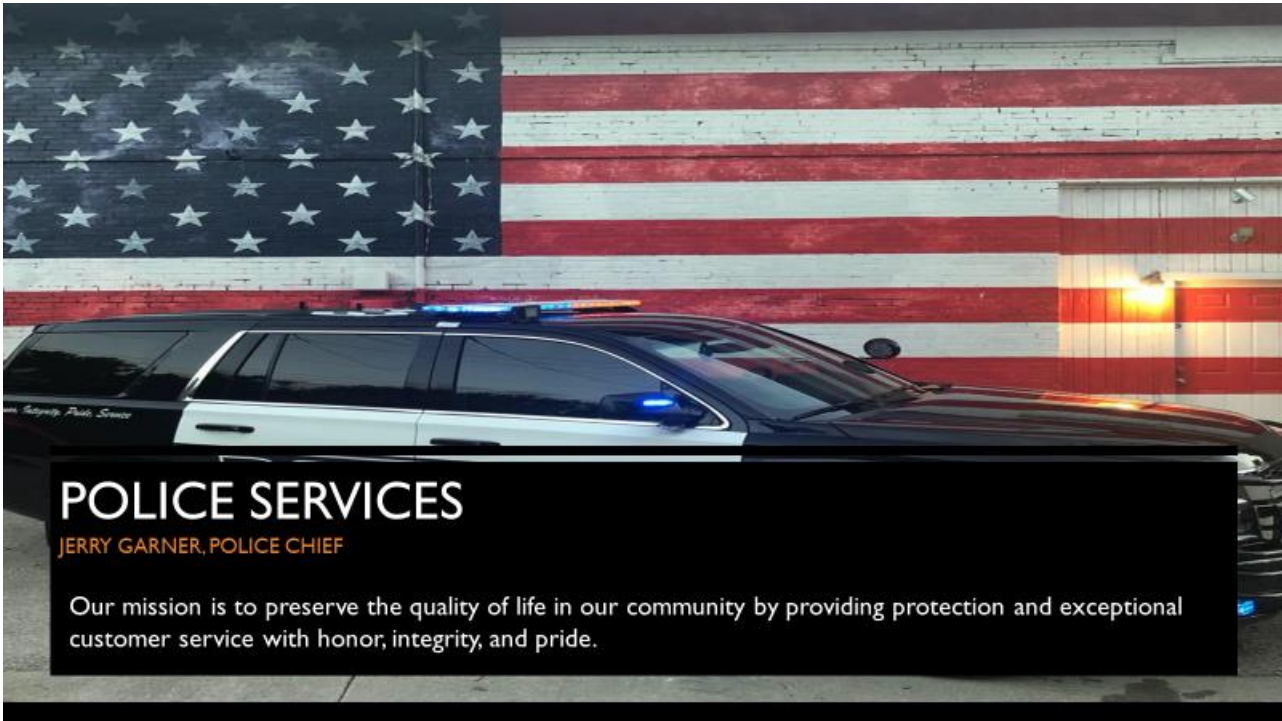
- Inspected 575 businesses
- 69 reinspections due to violations.
- 83 Finals, CO's and Alarm Inspections.



Community Support

- 363 public education, public appearances, ride outs, and station tours.

Jerry Garner, Police Chief, outlined the mission and goals of the police department.



POLICE SERVICES

JERRY GARNER, POLICE CHIEF

Our mission is to preserve the quality of life in our community by providing protection and exceptional customer service with honor, integrity, and pride.



Our Vision:

A police department and community working in partnership for a safer, better Corinth and Shady Shores.

Our Mission:

Preserve the quality of life in our community by providing protection and exceptional customer service with honor, integrity, and pride.



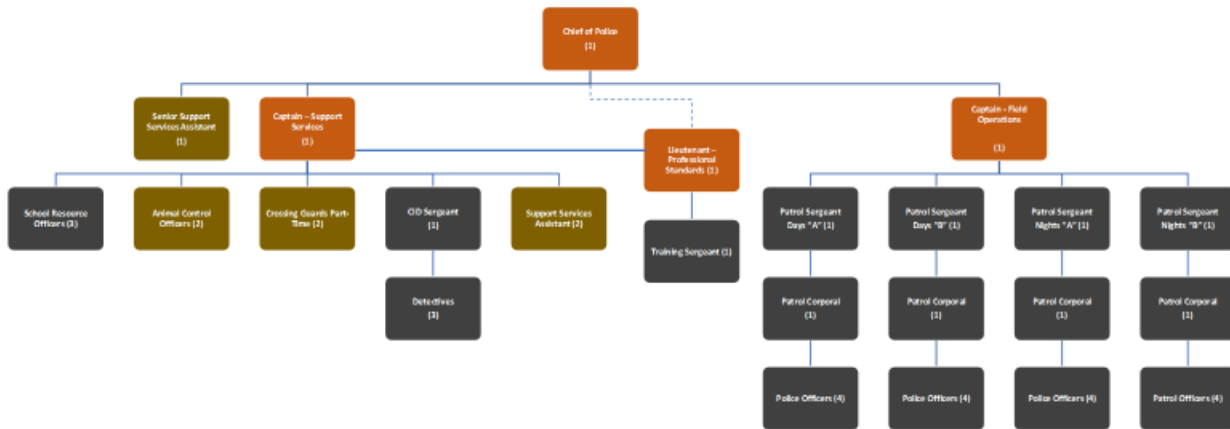
Our Values:

- **Honor**-We realize that we are privileged to work in a vital cause and we pledge to bring only positive recognition to ourselves and our Department.
- **Integrity**-We recognize that an earned reputation for integrity-- for doing the right thing-- is a police officer's most precious possession.
- **Pride**-We are proud of our organization, our profession, and the community we serve.
- **Service**-We will do our best to provide prompt, effective, and courteous service to our citizen-customers.

Our Goals:

- Work Safely
- Find a way to help (exceptional customer service)
- Do the right thing, on-duty and off

Corinth PD Organizational Chart 2020



Professional Standards to report to Chief of Police during Internal Affairs Investigation

■ Command (4)
 ■ Sworn Officers (32)
 ■ Civilians (7)

ACCOMPLISHMENTS 2018-2019



- Saw significant decreases in reported Part One or Index crimes during the year in both Corinth and Shady Shores.
- Updated the Police Department's Strategic Plan and organizational structure.
- Increased educational opportunities for sworn personnel, including supervisory/leadership training.
- Promoted multiple well-qualified officers to first-line supervisor positions.
- In cooperation with the Lake Cities Fire Department conducted the first annual combined Citizens Public Safety Academy.

COMMUNITY POLICING OPERATIONS 2018-2019

National Night Out
13 parties attended

Directed Patrols/Park and Walk
15,100

Citizens Public Safety Academy
25

School Resource Officers
3 Dedicated Officers

CSI Youth Camp
25 Students

PATROL DIVISION OPERATIONS 2018-2019



CALLS FOR SERVICE
Answered 9,983 calls



TRAFFIC CITATIONS
Issued 6,330 Citations.



WARNINGS
Issued 5,054 citations



**PARK & WALKS/
DIRECTED PATROLS**
Conducted 15,100 Patrols



VEHICLE ACCIDENTS
Investigated 533 Accidents



TRAFFIC COMPLAINTS
Investigated 787 Complaints



ARRESTS
(Felony & Misdemeanor)
Conducted 431 Arrests

AVERAGE RESPONSE
7.24 minutes on Priority Calls

CRIMINAL INVESTIGATIONS OPERATIONS 2018-2019



**CLEARED 79
CRIMINAL CASES**



**RECOVERED \$70,595
IN STOLEN PROPERTY**



**INVESTIGATED 542
CRIMINAL CASES**



**FILED 465
CRIMINAL CASES**

Animal Services Operations 2018-2019

ANIMAL SHELTER

Sheltered 80 Animals

CITATIONS

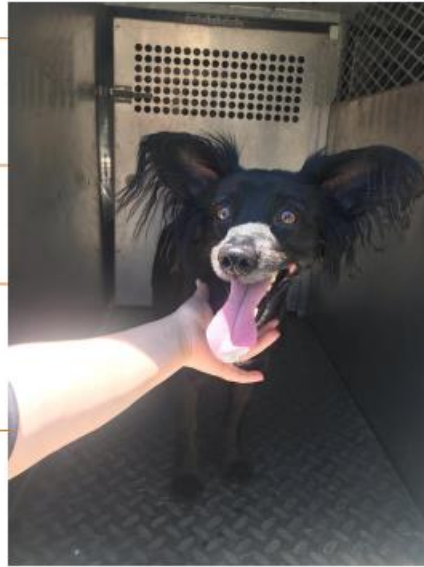
Issued 26 citations

CALLS FOR SERVICE

Answered 920 Calls

ANIMALS RETURNED TO OWNER

Returned 35 Animals



PET REGISTRATIONS

Conducted 185 Pet Registrations

ANIMAL BITES

Responded to 22 Bite Calls

QUARANTINES

Quarantined 21 Animals

WILDLIFE RELEASED

Released 60 Animals

Volunteers in Police Service 2018-2019

TOTAL HOURS

2,458 Hours Volunteered



VACATION WATCHES

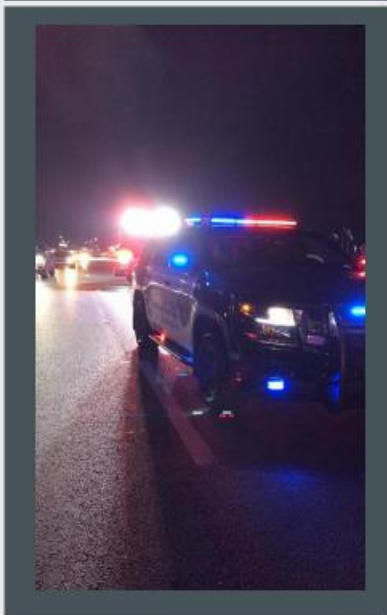
Conducted 1,842 vacation watches

The Corinth P.D. Volunteers In Police Service (VIPs) program started in 2012. Volunteers receive formal training on tasks involving Vacation House Watch, Abandoned Vehicle Notification, Special Patrols and clerical duties. We currently have approximately 10 active volunteers.

U.C.R. Stats 2015-2019

Classification of Offense	2015	2016	2017	2018	2019
Murder	0	0	1	0	0
Rape	2	3	1	2	3
Robbery	3	1	4	2	2
Assault	111	125	123	96	78
Burglary	31	32	33	32	33
Theft	165	154	218	160	125
Motor Vehicle Theft	21	11	21	13	10
<i>Grand Total</i>	<i>333</i>	<i>326</i>	<i>401</i>	<i>305</i>	<i>251</i>

OBJECTIVES FOR FY2020-21



- Recruit, hire, and train exceptional candidates for the two additional officer positions authorized by the Corinth City Council.
- Begin preparations for developing an interlocal agreement for continuing to provide police services to the Town of Shady Shores.
- Reach and maintain an authorized staffing level of 36 sworn personnel by filling existing vacancies.
- When and if staffing permits, return to Patrol deployment one or more full-time traffic officers.
- Conduct Citizens Public Safety Academy with Lake Cities Fire Dept.
- Conduct research and develop a plan for preventing and treating PTSD in first responders.

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

There was no discussion on regular session agenda items.

There was no closed session.

CLOSED SESSION

The City Council convened in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

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

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

- 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

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

ADJOURN:

Mayor Heidemann adjourned the work session at 6:45 p.m.

AYES:

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: July 16, 2020 Regular Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the July 16, 2020, regular session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the July 16, 2020, regular session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the July 16, 2020, regular session minutes.

Attachments

07.16.2020 - Regular Session Minutes

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

On this the 16th day of July 2020 the City Council of the City of Corinth, Texas met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Mayor Heidemann
Scott Garber, Council Member
Lowell Johnson, Council Member
Tina Henderson, Council Member
Kelly Pickens, Council Member

Members Absent:

Sam Burke, Mayor Pro Tem

Staff Members Present:

Bob Hart, City Manager
Patricia Adams, Messer, Fort & McDonald
Helen-Eve Beadle, Planning Director
Jason Alexander, Economic Development Director
Cody Collier, Public Works Director
Jerry Garner, Police Chief
Michael Ross, Fire Chief
Shea Rodgers, Technology Services & Communications Manager
Lana Wylie, Interim City Secretary

Others Present:

Brad Lonberger, Consultant, Kimley-Horn
Jason Claunch, Consultant, Catalyst Commercial
Jay Marayana, Consultant,

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

Mayor Heidemann called the meeting to order at 7:00 P.M. City Manager Hart delivered the Invocation, due to the COVID-19, the Pledge of Allegiance and the Texas Pledge did not take place.

CONSENT AGENDA

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

1. Consider and act on an Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the Lake Cities Fire Department for fiscal year October 1, 2020-September 30, 2021.
2. Consider and act on an Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County Sheriff's Department and the City of Corinth Department for fiscal year October 1, 2020-September 30, 2021.
3. Consider and act on a proposal from Fugro Pavement Condition Management Software, in

conjunction with North Central Texas Council of Government's SHARE Program.

4. Consider and act on minutes from the May 28, 2020 special session.
5. Consider and act on minutes from the June 4, 2020 workshop session.
6. Consider and act on minutes from the June 4, 2020 regular session.

MOTION made by Council Member Johnson to approve the Consent Agenda and seconded by Council Member Garber.

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

MOTION CARRIED

CITIZENS COMMENTS:

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

There were no citizen comments made.

BUSINESS AGENDA:

7. Conduct a public hearing to consider testimony and act on an ordinance to adopt a new Comprehensive Master Plan entitled "Envision Corinth" to be adopted as a proposed amendment to and/or a restatement of the "City of Corinth 2010 Comprehensive Plan" adopted by Ordinance No. 10-05-06-12, as thereafter amended, including potential amendments to other related ordinances adopted as part of the City of Corinth 2010 Comprehensive Plan to be incorporated into the Envision Corinth.

City of Corinth has worked diligently with Kimley Horn and Associates on the drafting of a new comprehensive plan for the City of Corinth entitled *Envision Corinth: 2040 Comprehensive Plan*.

The Comprehensive Plan sets the foundation for the future development including, the zoning or rezoning of properties in the community, as well as addressing the City's future roadway needs. The City has held numerous events for the Comprehensive Plan Advisory Committee, City board and commission members, and the general public to provide input on the formation the plan.

Some of the main changes within *Envision Corinth* compared to the 2010 Comprehensive plan are the removal of the "City Center District" from the area west of Amity Village between Lake Sharon Drive and Church Drive, and the establishment of a Transit-Oriented Mixed Use District east of Interstate 35-E, and north of Corinth Parkway across from City Hall.

Another key component that has been added to the *Envision Corinth* plan is an economic analysis of the City that provides the community with the estimated fiscal impacts for varying development scenarios so that staff and elected officials can make more informed decisions on future development proposals to

ensure that they are not only appropriate for a particular location but are also fiscally beneficial to the City.

The Plan identifies:

Existing Land Use Patterns
Development Strategies
Mobility
Parks and Trails Strategies
Economic and Fiscal Strategies
Implementation

Additionally, *Envision Corinth* builds upon the foundation of the adopted Strategic Plan, *Embracing the Future, 2030* by addressing elements for improvement and direction for the community.

Through *Envision Corinth: 2040 Comprehensive Plan*, we are committing to maintain the core values identified by the Comprehensive Plan Advisory Committee while providing the services and amenities desired by our current and future residents, businesses, and visitors.

Public Notices:

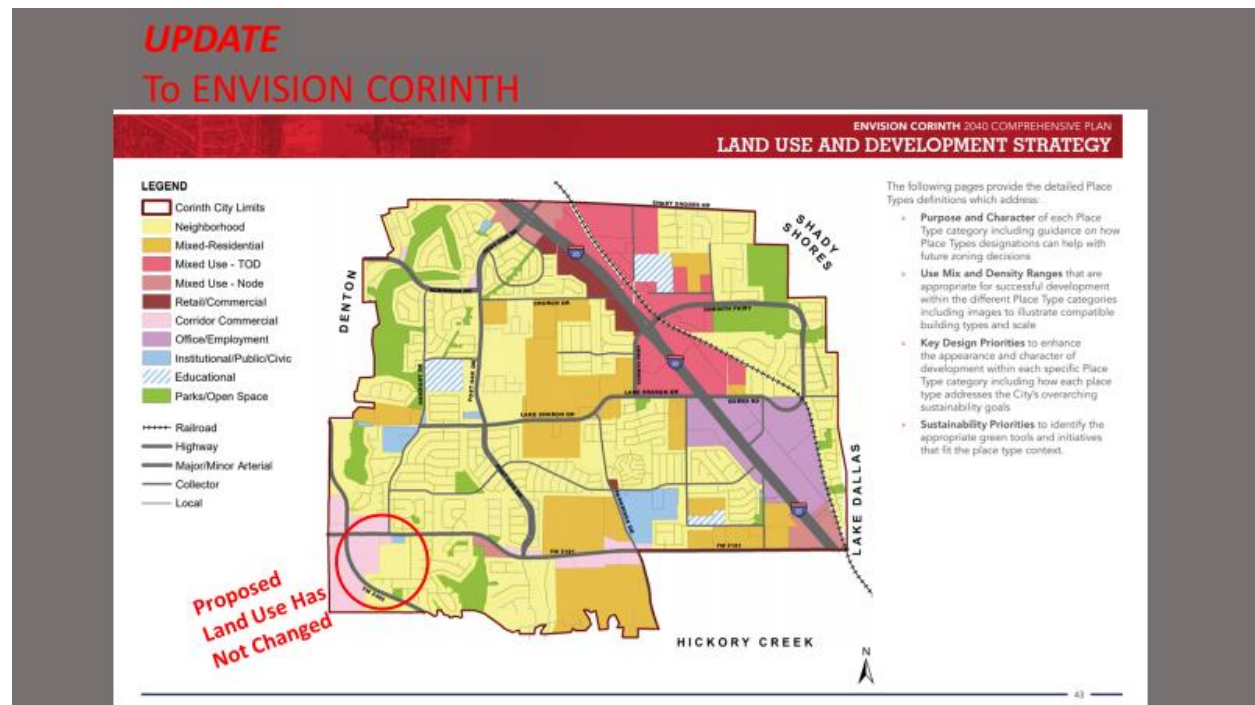
Notice of the public hearings for the Planning and Zoning Commission and the City Council were published in the June 5, 2020 edition of the Denton Record Chronicle.



ENVISION CORINTH: 2040 COMPREHENSIVE PLAN

- STAFF & CONSULTANT PRESENTATION
- CONDUCT A PUBLIC HEARING
- QUESTIONS FOR STAFF & CONSULTANT
- TAKE ACTION

Helen-Eve Beadle, Planning Director, updated City Council regarding the Land Use Plan. Residents approached the city regarding the Crawford Drive area in the southwest quadrant of the city, east of the 2499 and the 2181 intersection. The proposed land use has not changed, but after meeting with the residents, the city chose to remove it. Scenario 2B was revised to exclude Crawford Drive. She also stated the master thoroughfare plan would be added into the appendix.



PREVIOUS SCENARIO

**SCENARIO 2B
FM 2181 CORRIDOR**

FM 2181 WEST

- 1. Pad retail
- 2. Gas Station
- 3. Neighborhood Office
- 4. Pad Retail
- 5. In-Line Retail
- 6. Retail/Residential Mixed-Use
- 7. Retail/Residential Mixed-Use
- 8. Grocery Anchor
- 9. Townhomes
- 10. Mixed Residential
- 11. Townhomes



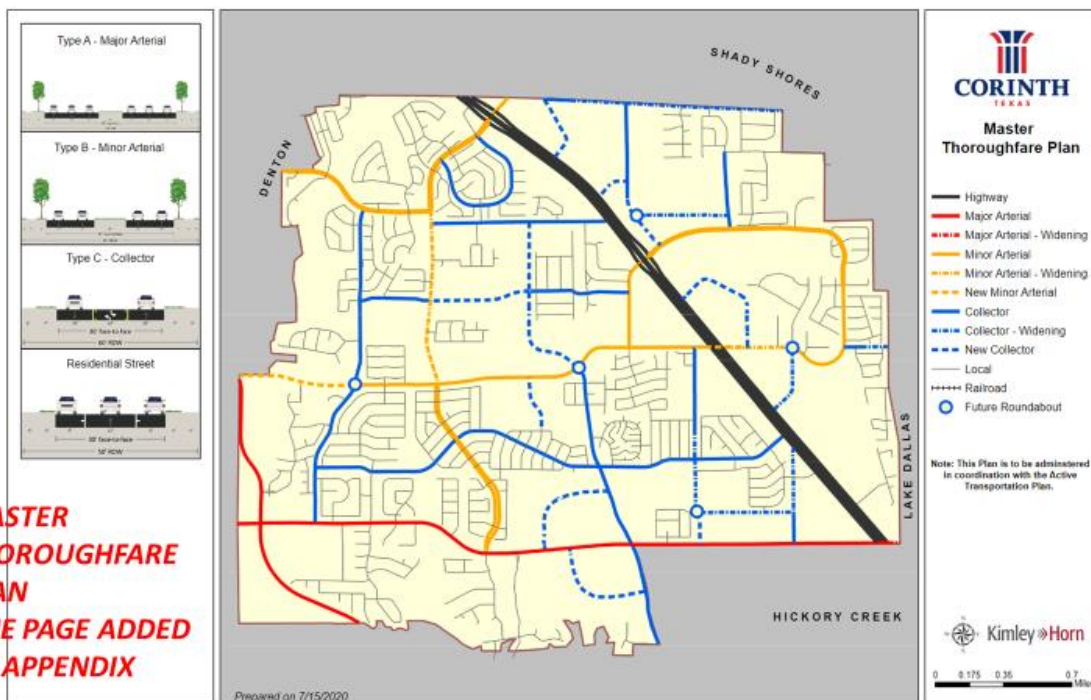
UPDATED SCENARIO

**SCENARIO 2B
FM 2181 CORRIDOR**

FM 2181 WEST

- 1. Pad retail
- 2. Gas Station
- 3. Neighborhood Office
- 4. Pad Retail
- 5. Retail/Residential Mixed-Use
- 6. Grocery Anchor
- 7. Retail Plaza
- 8. Green Buffer





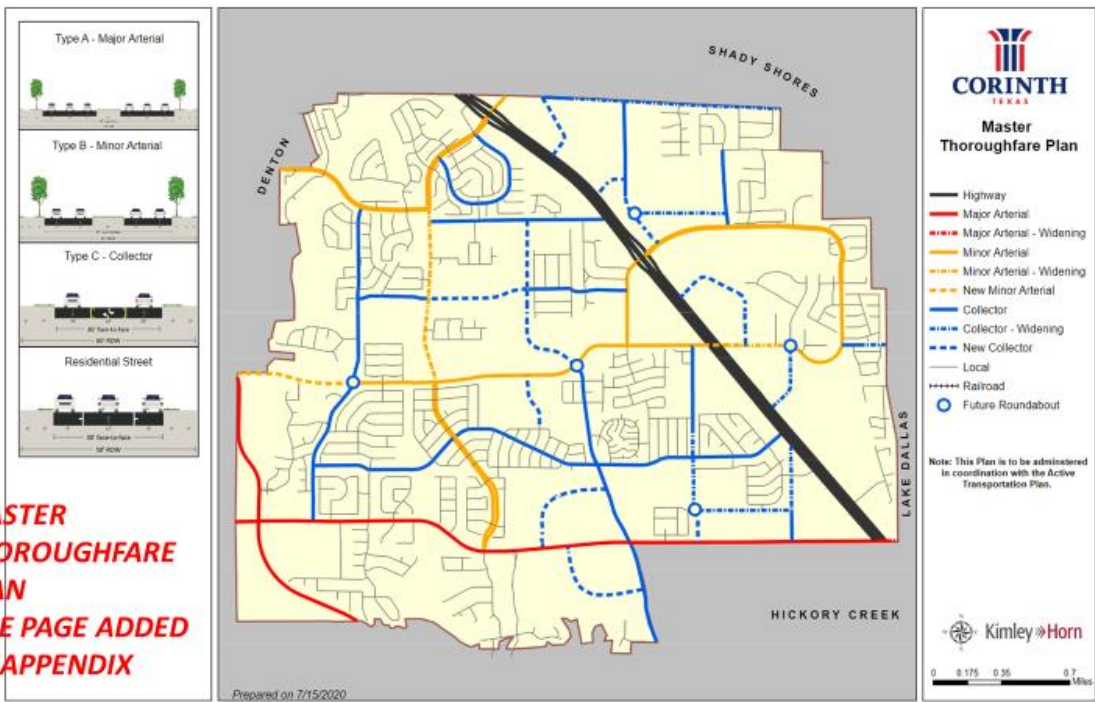
ENVISION CORINTH: 2040 COMPREHENSIVE PLAN

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended the Comprehensive Plan for City Council approval at their June 22, 2020 meeting subject to Staff's review comments.

Staff recommends approval of the Comprehensive Plan with the following revisions:

1. Pages 58 and 59 be replaced with the revised SCENARIOS 1B & 2B; and
2. The Master Thoroughfare Plan as a one page exhibit be added to the Appendix.



Brad Lonberger, with Kimley-Horn, presented the Envision Corinth 2040 Comprehensive Plan for Corinth. He mentioned the collaboration with Catalyst and the Bang the Table program, which included resident input.

**ENVISION
 CORINTH**
 2040 COMPREHENSIVE PLAN

CORINTH TEXAS
 Prepared by

Kimley-Horn
 Expect More. Experience Better.

LIVABLE
 PLANS & CODES

catalyst

INTRODUCTION

PLAN FOUNDATION

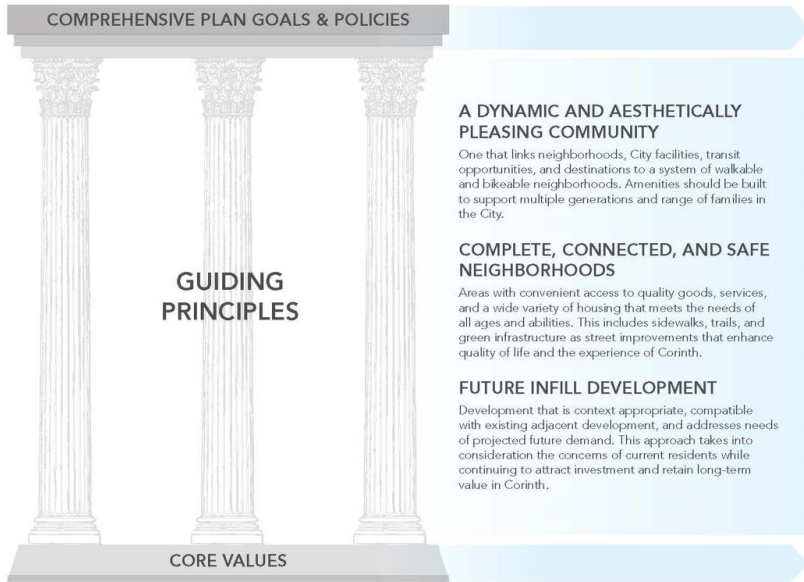
The foundation of the overall policy direction for Envision Corinth: 2040 Comprehensive Plan is based on two strategic components.

The **core values** are those key attributes that have built the unique Corinth that we see today. These values were expressed by citizens and stakeholders as the drivers that support their community and should not be lost as the City grows. These values are summarized on page 21 of this plan.

The **guiding principles** were set by the Comprehensive Plan Advisory Committee (CPAC) with consideration of the core values. These provide the structural support and the guidance for the vision described in the plan.

Both the core values and the guiding principles filter through the analysis, recommendations and implementation strategies that are featured in this plan.

Overall, the core values and guiding principles represent the traditional structure of this Envision Corinth: 2040 Comprehensive Plan.



A DYNAMIC AND AESTHETICALLY PLEASING COMMUNITY

One that links neighborhoods, City facilities, transit opportunities, and destinations to a system of walkable and bikeable neighborhoods. Amenities should be built to support multiple generations and range of families in the City.

COMPLETE, CONNECTED, AND SAFE NEIGHBORHOODS

Areas with convenient access to quality goods, services, and a wide variety of housing that meets the needs of all ages and abilities. This includes sidewalks, trails, and green infrastructure as street improvements that enhance quality of life and the experience of Corinth.

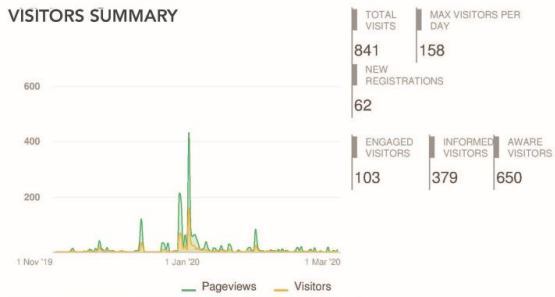
FUTURE INFILL DEVELOPMENT

Development that is context appropriate, compatible with existing adjacent development, and addresses needs of projected future demand. This approach takes into consideration the concerns of current residents while continuing to attract investment and retain long-term value in Corinth.

CORE VALUES AND DESIRES



VISITORS SUMMARY



BUILDING TOWARDS A SMARTER AND SUSTAINABLE CORINTH

ENVISION A SMART CITY

A 'Smart City' can simply be defined as an ecosystem of traditional and technological infrastructure used to improve sustainability and quality of life. Smart Cities around the world are using the Internet of Things (IoT) to enhance daily operations, citizen service, and livability. There are six key indicators¹ to consider when envisioning Corinth as a smart city:

- Envision a Smart Economy
- Envision a Smart Environment
- Envision a Smart Government
- Envision Smart Living
- Envision Smart Mobility
- Envision Smart People

Corinth is poised to benefit from smart city initiatives that compliment economic, population, and developmental growth. At the January 21, 2020 Corinth Community Open House, citizens were asked, "What do you think Corinth needs to improve the quality of life?" The overwhelming response was Connectivity, Community, and Mobility. These needs can be directly addressed through smart city initiatives.

- Connectivity
- Community
- Mobility

The adjacent graphics represent the six key indicators and can be found where they relate to the intended outcomes for recommendations in this plan.



ENVISION A SMART ECONOMY

Transforming and strengthening Corinth's economy by attracting quality development and increasing regional cooperation. Building the economy on industry trends and supporting a diversity of cooperative industries.



ENVISION A SMART ENVIRONMENT

Managing the built and natural environment within Corinth to improve livability. Focus on key environmental sustainability initiatives that focus on stormwater mitigation techniques, technological advancements and riparian protection.



ENVISION A SMART GOVERNMENT

Strengthening connections and interactions between the City of Corinth, businesses, and citizens by having a proactive government. Build on utilization of digital coordination to improve public awareness, participation and operations.



ENVISION SMART LIVING

Increasing quality of life for residents and visitors by attracting quality residential and non-residential development to Corinth. Focusing on connectivity between neighborhoods and amenities like parks and commercial activity.



ENVISION SMART MOBILITY

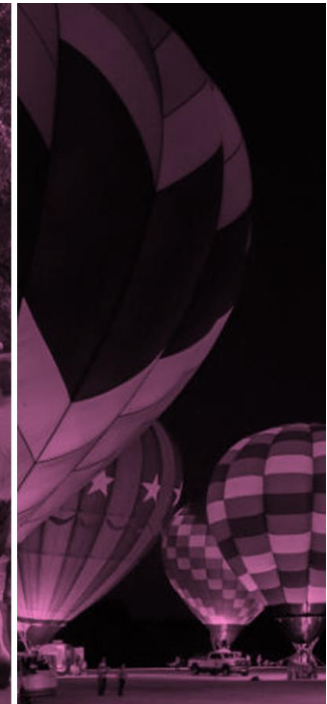
Increasing the efficiency and service quality of the multi-modal transportation system in Corinth. Establish active transportation connectivity

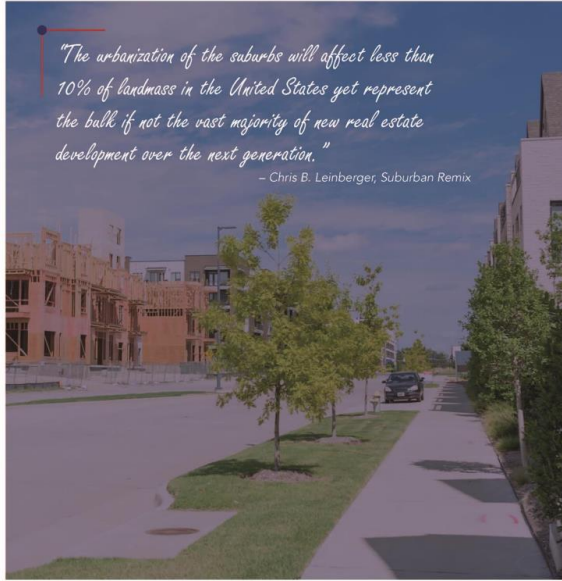


ENVISION SMART PEOPLE

Transforming citizen engagement with the public and private sector as individuals or businesses.

¹ The Six Smart City Indicators: <https://hub.beesmart.city/smart-city-indicators>





"The urbanization of the suburbs will affect less than 10% of landmass in the United States yet represent the bulk if not the vast majority of new real estate development over the next generation."


— Chris B. Leinberger, Suburban Remix

INTENDED OUTCOMES

One critical element of a comprehensive plan is a future land use plan which typically defines land uses such as commercial, residential, industrial, etc. These definitions are often two dimensional and lack specificity with respect to character or context of the land use. Especially with respect to residential land uses, distinctions are made strictly along the lines of density allowances and are seldom nuanced to address the neighborhood context and transitions to adjoining land uses.


The type, mix, and character of land uses have a long-term impact on the City's social, economic, and environmental health. The use of "Place Types" to create a blueprint for future development provides City officials, residents, and developers more predictability on the character of new neighborhoods created since the definitions of the Place Types focus on more than land use and density.


The advantage of using Place Types over two-dimensional Land Use categories include:


-  Encouraging a Master Planned approach for development of the remaining undeveloped properties in Corinth with a goal of maximizing the market opportunities to attract a range of development options that provide higher development predictability for both developers and residents alike. With limited undeveloped land available in Corinth, it will be critical that the City maximize its options to attract quality development that can add value to existing neighborhoods

while enhancing quality of life for all residents. These opportunities will also need to be sensitive to adjoining existing neighborhoods with transitions and/or connections.

-  Allowing for a range of development opportunities from urban mixed use to regional scale retail to new traditional neighborhoods to new suburban neighborhoods.

-  Focus on integrating design and character of all elements that create the built environment – land use, street design and connectivity, open space and trail integration, and building design, all in a sustainable context.

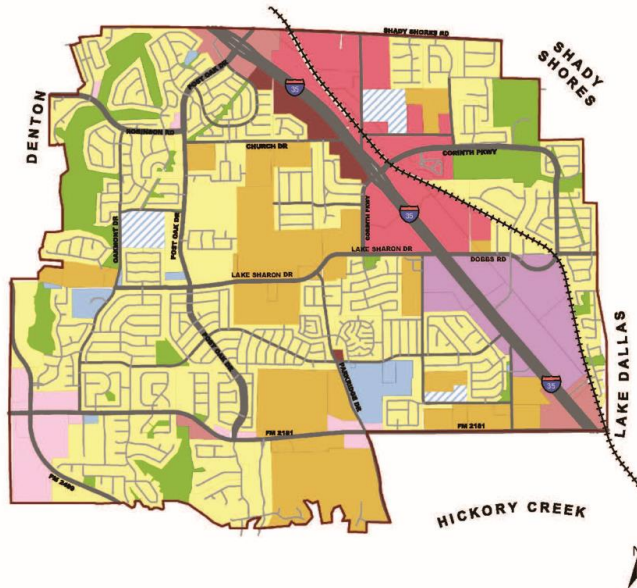
-  Ensuring a balanced and integrated approach to land use and infrastructure investments such as streets, parks, trails, and other City services based on the context of the place type. The Strategic Focus Areas provide additional tools to the City while evaluating the development options through the lens of fiscal and physical sustainability.

-  Encouraging a range of housing types that provides needed amenities such as trails, neighborhood greens, and access to needed neighborhood retail and services, all within a walkable neighborhood context.

ENVISION CORINTH 2040 COMPREHENSIVE PLAN
LAND USE AND DEVELOPMENT STRATEGY

LEGEND

-  Corinth City Limits
-  Neighborhood
-  Mixed-Residential
-  Mixed Use - TOD
-  Mixed Use - Node
-  Retail/Commercial
-  Corridor Commercial
-  Office/Employment
-  Institutional/Public/Civic
-  Educational
-  Parks/Open Space
-  Railroad
-  Highway
-  Major/Minor Arterial
-  Collector
-  Local



The following pages provide the detailed Place Types definitions which address:

- Purpose and Character of each Place Type category including guidance on how Place Types designations can help with future zoning decisions
- Use Mix and Density Ranges that are appropriate for successful development within the different Place Type categories including images to illustrate compatible building types and scale
- Key Design Priorities to enhance the appearance and character of development within each specific Place Type category including how each place type addresses the City's overarching sustainability goals
- Sustainability Priorities to identify the appropriate green tools and initiatives that fit the place type context.

Place Types focus on community

Mixed-Use - TOD



Mixed-Use - Node



Mixed-Residential



ENVISION CORINTH 2040 COMPREHENSIVE PLAN
LAND USE AND DEVELOPMENT STRATEGY

STRATEGIC FOCUS AREAS

In addition to the place types established in this Comprehensive Plan, the planning team identified key focus areas that were mainly composed of larger assemblages of underdeveloped and undeveloped properties in the City. Within these prioritized focus areas, the planning team generated development options under different market scenarios. The goal was to explore different market opportunities and context to provide an analysis of the relative cost versus benefit to the City. Costs are related to existing major infrastructure costs and the corresponding new infrastructure based on the development scenario. The benefits were based on potential property values and tax revenue generated under these different scenarios.

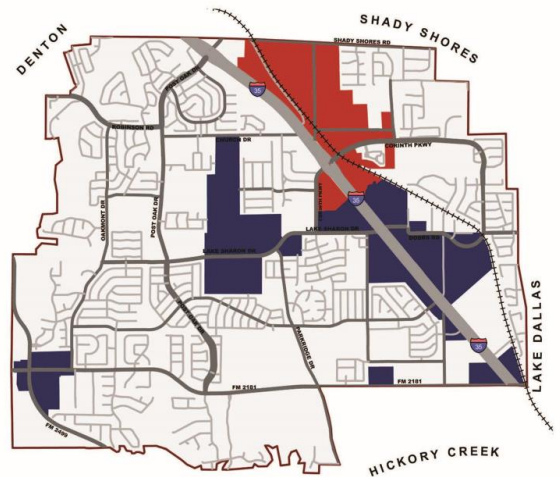
In addition to using the recommendations for the different place types in this Chapter, City officials, developers, and residents can utilize the scenarios developed for the specific focus areas. The Focus Area chapter provides more site-specific recommendations for development based on existing conditions and the locational context of these focus areas.

The different scenarios can provide guidance to city staff, elected and appointed officials, and developers while evaluating rezoning applications and incentive requests within these focus areas.

The decision on which scenario is selected should be based on elevating the market demand as well as the community's desire for specific benefits that it wants to prioritize through incentive programs.

In order to address rising costs of housing, need for a more diversified tax base, long-term fiscal sustainability, and ability to invest in quality of life amenities, the city should prioritize land use and development that:

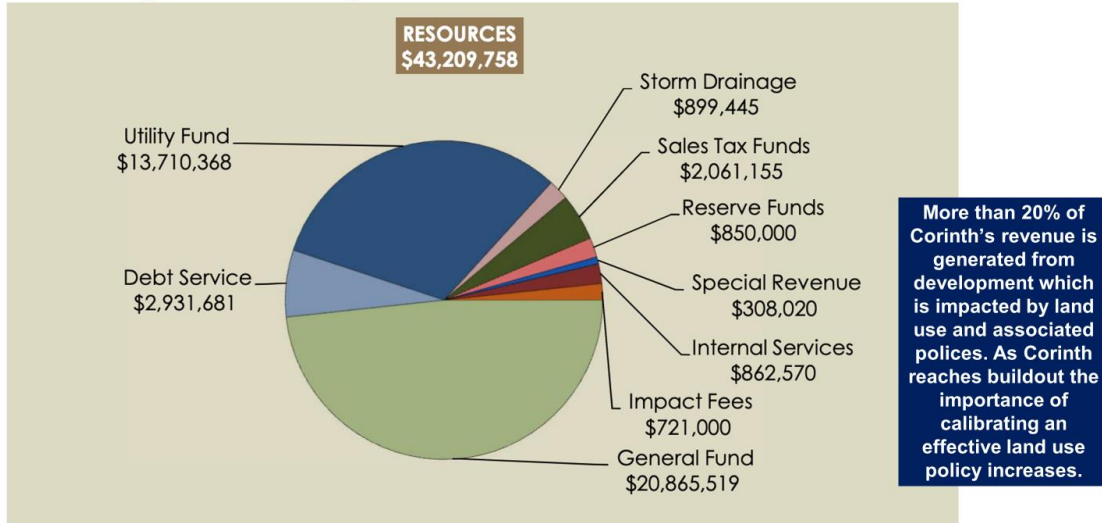
- Provides more efficient use of land
- Accommodates more compact and walkable mix of uses, especially quality retail and restaurants
- Preserve and integrate environmentally sensitive lands, creeks, and wooded areas as amenities into the development while providing functional uses such as detention and drainage
- Provides for long-term evolution of land uses in response to market opportunities
- Provides for a mix of housing types to attract and retain residents while making Corinth a life-cycle community



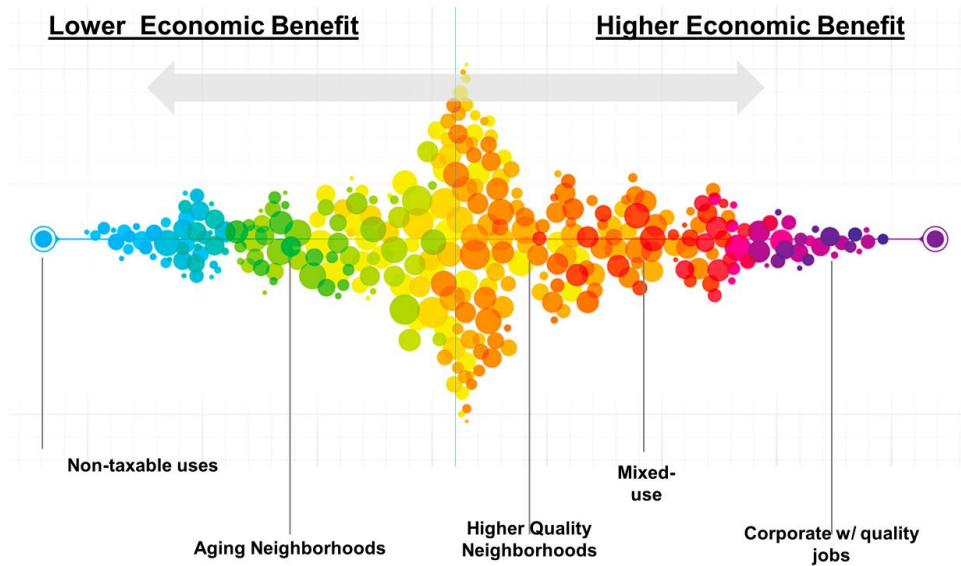
LEGEND	
	Corinth City Limits
	Transit-Oriented Development
	Small Area
	Railroad
	Highway
	Major/Minor Arterial
	Collector
	Local

Resources & Expenditures

2019-2020 Budget Resource Summary



Importance for Balanced Land Use



LAND USE AND DEVELOPMENT STRATEGY

NEW CITY CENTER

Establish a cultural, commercial and civic center that:

- Centers around future transit location and is rail-ready; Connects locally and regionally with multi-modal options;
- Connects to City Hall and other civic and educational facilities to build a synergy of government, education and commerce;
- Supports stabilization of and improves the fiscal budget of the City;
- Represents unique cultural and family-oriented character of the community; and
- Promotes and encourages a unique development and architectural pattern that brands the location to be uniquely Corinth.

Office	Mixed-use residential
College/ University	Mixed-use Office
Hotel/ Conference	Multifamily
Flex Office/ Light Industrial	Townhomes
Retail/ Restaurant	Single Family
	Existing to remain

TRANSIT-ORIENTED DEVELOPMENT

- 1. NCTC Expansion Area**
 - Expands southward along central green with architectural student services building in the center
 - Campus expansion makes direct connection into the mixed-use Village Square
 - Potential joint venture office (light purple) face the Interstate 35E
 - Flex office and small retail along Interstate 35E frontage and N. Corinth Street
- 2. Village Square Area**
 - Drainage property reclaimed to become central square with performance pavilion and restaurant pavilion
 - Village square defined by mixed-use buildings on north and east side designed to transition from residential to commercial space on ground floor as market grows
 - New rail station north of Corinth Parkway feeds the Village Square, with shared parking to its west
 - Restaurant grouping with outdoor patios defines rail station directly to the west, and allows for food truck parking
- 3. Village Community Area**
 - Blend of single family, townhomes and loft apartments
 - Defined by street grid and pocket park system with wide sidewalks, street trees, benches, bike racks, trash containers and active landscaping
 - All garages and project parking within internal parking courts and alleys
- 4. Health Science Area**
 - New roadway provides access from Corinth Parkway to Walton Road
 - Parking and open area west of new roadway converted into new development site
 - Shared parking garage as public/private partnership between developer and City provides H/S parking at base
 - New parking on Corinth Parkway
- 5. Mixed-Use I-35 Frontage**
 - Hotel, office and restaurant area on both sides of Interstate 35E, having strong highway visibility and connected by pedestrian promenade to rail platform and Village Square



ENVISION CORINTH 2040 COMPREHENSIVE PLAN LAND USE AND DEVELOPMENT STRATEGY

SCENARIO 2C LAKE SHARON CENTRAL

OPTION 1

This scenario takes a middle road for development, emphasizing the needs for naturalized open space, coordinating an organic street network and accommodating higher density along Lake Sharon Drive, with commercial focuses at the corner of Parkridge and Lake Sharon Drive.

OPTION 2

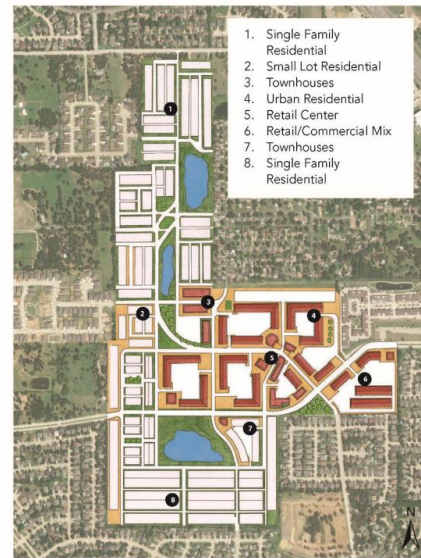
The alternative to the optimized development opportunity outlines the ability to have a formal open space and drainage amenities, while also emphasizing a higher intensity development pattern. The core location at the corner of Parkridge and Lake Sharon Drive is still a major intersection, but the retail core transitions slightly west to allow a walkable pattern of development to take place off of the arterial roadways.

Both these options provide for higher development intensities, range of residential uses, integrated and amenitized open spaces with a longer-term build-out. The scale and intensity envisioned can support more retail and support greater amenities within the development.

OPTION 1



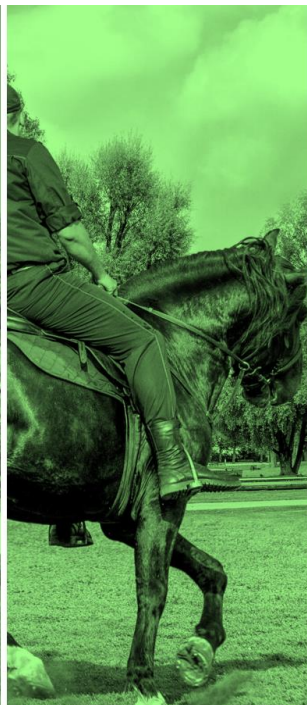
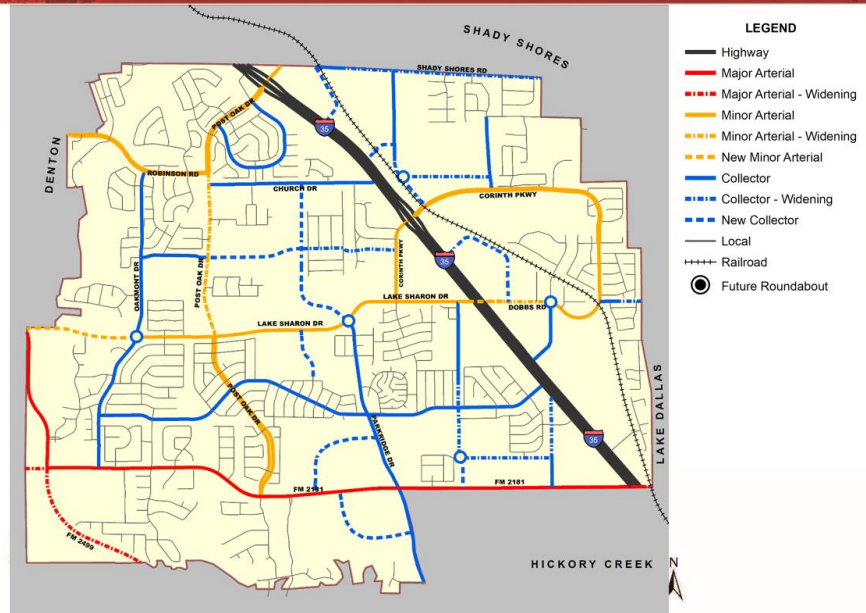
OPTION 2



	Traditional		Optimized A		Optimized B	
	2030	2040	2030	2040	2030	2040
Single Family	1,200 Units	1,200 Units	1,351 Units	1,351 Units	1,522 Units	1,522 Units
Townhome/Duplex	237 Units	237 Units	228 Units	228 Units	355 Units	355 Units
Condos	510 Units	510 Units	510 Units	510 Units	510 Units	510 Units
Multifamily	3,338 Units	3,338 Units	6,341 Units	6,341 Units	6,680 Units	8,476 Units
Retail	187,200 SF	416,000 SF	187,200 SF	416,000 SF	187,200 SF	509,291 SF
Office	45,000 SF	100,000 SF	45,000 SF	100,000 SF	45,000 SF	100,000 SF
Institutional	175,000 SF	175,000 SF	175,000 SF	175,000 SF	175,000 SF	175,000 SF
Total Value	\$1,382,540,731	\$1,450,740,731	\$1,916,899,354	\$1,985,099,354	\$2,087,189,830	\$2,465,174,550
Revenue	\$56,542,180	\$126,868,499	\$66,466,244	\$165,113,570	\$71,157,594	\$193,073,868
Costs	\$40,476,287	\$90,561,133	\$47,474,277	\$117,410,655	\$50,995,828	\$137,214,813
Surplus/Deficit	\$16,065,893	\$36,307,366	\$18,991,967	\$47,702,915	\$20,161,766	\$55,859,055



**MASTER
 THOROUGHFARE
 PLAN**



INTENDED OUTCOMES

Vision Statement: To support a thriving and connected City through non-motorized transportation infrastructure that enhances quality of life and provides an elevated level of functionality while maintaining connections for existing and new development in the City. All enhancements should be oriented towards the following objectives:

-  Maintain all existing parks and improvements;
-  Apply improvement projects to specific existing parks;
-  Enhance and connect existing trails and sidewalks throughout the City;
-  Increase wayfinding and signage for trail users;
-  Increase shade by capitalizing on natural shade provided by existing or proposed trees, or by constructing new shade such as pavilions or rest areas;
-  Provide safer routes to facilities for citizens on foot or on bike; and
-  Prioritize recommendations for future park development and trails associated with the TOD.



RECOMMENDED PARK ENHANCEMENTS

- ▶ Additional parking and improved functionality of parking in existing parks.
- ▶ Implement pedestrian traffic through existing shaded areas and provide new canopy trees or permanent shade structures.
- ▶ Increase public restroom facilities in Community Parks.
- ▶ Lighting improvements.
- ▶ Pavilions at existing parks – rental space and areas of respite.
- ▶ Playground improvements and additions – consider ADA accessible playgrounds and enhanced playground surfacing.

Note:
This is an excerpt from the Park, Recreation + Open Space Master Plan that was developed at the same time as this Comprehensive Plan. All associated maps and facility assessments can be found in that document.

RECOMMENDED TRAIL ENHANCEMENTS

- ▶ Connect existing trails throughout the City.
- ▶ Incorporate trail heads at all trail entrances to create a sense of place and understanding of trail system.
- ▶ Improve trails with material updates – concrete for hard surface trail, decomposed granite for soft surface trails.
- ▶ Expand width of existing undersized trails or sidewalks to accommodate different modes of traffic.
- ▶ Lighting improvements for safety.
- ▶ Capitalize on existing green spaces throughout the City for connectivity as a recreational venue and mobility venue.



Note:
This is an excerpt from the Park, Recreation + Open Space Master Plan that was developed at the same time as this Comprehensive Plan. All associated maps and facility assessments can be found in that document.

PARKS AND TRAILS STRATEGY

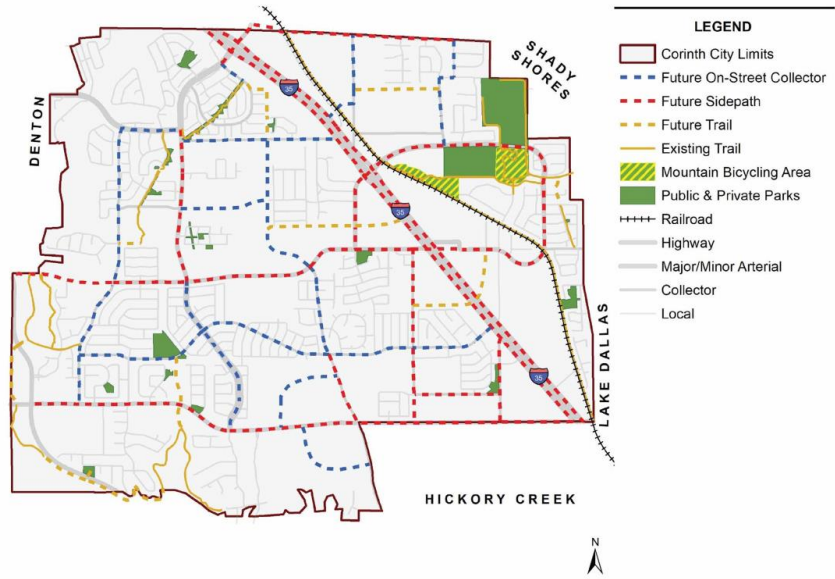
ACTIVE TRANSPORTATION PLAN

The Active Transportation Plan (ATP) identifies areas where infrastructure improvements can be created to generate a safe environment for non-motorized transportation modes throughout Corinth. This plan is discussed in further detail in Corinth's Park, Recreation + Open Space Master Plan.

The ATP calls for future infrastructure to include on-street infrastructure such as bicycle lanes, and off-street infrastructure, which includes sidepaths and trails.

Sidepaths are intended to be within the right-of-way of the existing roadway. Where additional right-of-way is not available or funds restrict:

- First consider whether roadway can be downgraded and have a travel lane converted to multi-modal use.
- If adjustments to the cross section are not feasible, consider an alternative route so that the connections are achieved.
- In some cases, developers can include a sidepath at the edge of development for in-kind trades, such as less open space dedication, increased densities, or cost sharing.



66

PARKS AND TRAILS STRATEGY

TRANSIT-ORIENTED DEVELOPMENT

Key park and trail features of the Transit-Oriented Development (TOD) area will focus on quality of space over quantity in size for parks and strategic connection points to improve local connections to the TOD. Park types are defined in the Park, Recreation + Open Space Master Plan

- MULTI-USE TRAIL
 - SIDEPATH
- 1 PLAZA
 - 2 GREEN
 - 3 MOUNTAIN BIKING TRAIL
 - 4 STREETSCAPE PLAZA
 - 5 POCKET PARK
 - 6 SQUARE
 - 7 PEDESTRIAN PASSAGE





IMPLEMENTATION STRATEGY

DELIBERATE ACTION FOR STRATEGIC RESULTS

This section describes specific actions the City and its partners can take to implement this plan. The strategy can be used to guide Corinth's development in a deliberate manner and in coordination with stakeholders. It calls for specific near-term actions to be implemented in the next three years and is more general with respect to middle- and long-term tasks.

This plan organizes tasks according to when they should be completed: near-term (1-2 years), mid-term (3-5 years), and long-term (5+ years).

IMPLEMENTATION RESPONSIBILITY

Ultimately, the responsibility for implementing this plan rests with community leaders. This plan should help leaders make predictable decisions. Implementing the plan in a deliberate, step-by-step process that will help to align public and private sector activity and building a more resilient and unique Corinth.

Planning Commissioners and staff should refer to the plan when reviewing development applications, conceptualizing new infrastructure, or creating annual work programs. In addition to the municipality, implementation of the plan will be more successful if the civic sector and the public are invited to play meaningful roles. Civic institutions can help to drive the pace of implementation by coordinating stakeholder engagement. New policies and programs will be viewed as more legitimate if the public is regularly involved in their design.

OBJECTIVE

The objective of this plan is to coordinate public and private investment within the City. Each task in this implementation strategy was designed with that objective in mind.

STRATEGY 1: IMPLEMENT THE TOD

The guiding process for Corinth to remain unique and provide a catalyst for the market to accelerate the development of the City Center and TOD in response to DCTA's funding of the Transit Station. This requires several strategies to ensure that the partners at the table are ready to go and that it is prepared as a "shovel-ready" project.

1. Adoption of this Comprehensive Plan will be the key to locking in the vision but be sure to not let the pretty pictures hold you back. The detail in these concepts are guidance and could be realized in several different ways. Stay flexible on the final design, but make sure that the community values are upheld as development commences. Assess and review accomplishments of the Comprehensive Plan strategies on an annual basis.
2. Implement the vision for the TOD with a tailored zoning district that balances use flexibility and design predictability. This can be achieved through the careful calibration of a form-based code that will ensure that proper design tools are in place to create a mixed use and walkable environment. This should only be used for the special districts in the City and may not be a good idea for the whole city as a zoning document.
3. Given limitations on regulating building materials under current state law, the city should explore other tools to ensure quality and character of the development through supplemental site design and building form standards. The form-based code creates a de-facto master planned development context that allows multiple property owners to develop under a unified vision and regulatory scheme.
4. Finalize the master plan, perform a City initiated rezoning and create a marketing package for the TOD area. With these in hand, the City can build a partnership around its plan with local and regional partners including the Chamber of Commerce, Denton County, DCTA, NCTCOG, etc.
5. Finalize Tax Increment Reinvestment Zone (TIRZ) project and finance plan to set the potential projects for the TOD and the basis for financing those projects. Be sure to support catalytic projects at a higher value and incentive positioning than the late-comers to the project.
6. Pursue support for catalytic development to influence the market at the City Center. This could take the form of infrastructure design and construction, park improvements or parking facilities programs. Space around the station should utilize shared parking between local users (retailers) and DCTA travelers, but the parking does not necessarily need to be directly in front of the station.
7. Consider a station building that adds prominence to the entrance of the station platform. Giving a place for travelers to arrive as they embark or disembark from the train will add a level of sophistication rarely experienced in the Metroplex. This also allows for a small level of concessions and for bike trail head integration for the trail system.
8. Promote office and employment users to be closer to the station than other uses. For every 100 feet that an office is placed further away from the station, the potential capture of those workers as riders is diminished approximately 1 percentage point. So, for an office building that is placed on a whole city block away (about 400 feet), you are lowering an already low capture rate by as much as a third of the potential ridership capture (typically 12 to 15 percent).

ACTION PLAN

Short Term (1-2 years)

- Adopt Comprehensive Plan
- Finalize TOD concept plan/district
- Adopt form-based zoning or development code for the TOD
- Finalize and adopt TIRZ project and finance plan
- Prioritize CIP projects that fulfill connectivity and infrastructure for the TOD

Mid Term (2-5 years)

- Pursue partnerships with local and regional partners
- Solicit support from private developers and partners for coordinating the initial infrastructure investments for catalytic projects
- Actively market the TOD as the City Center or "Downtown" of Corinth

Long Term (5+ years)

- Support and co-manage design and construction of the new station, infrastructure and any public amenity in the TOD area
- Continue to actively market the TOD as the City Center or "Downtown" of Corinth

REQUIRED PARTNERS

- DCTA
- Denton County
- NCTCOG
- Catalytic Developers



IMPLEMENTATION STRATEGY

STRATEGY 2: PARKS & TRAILS ENHANCEMENT

Corinth already services nearly 312 square feet of park space per capita in the city limits. As this is an abundance of park space, it poses some conflicts with maintenance and programming. Future considerations for park and trail enhancements need to examine life-cycle costs in addition to the potential monetization or in-kind service upkeep by non-profit organizations.

1. Parks improvements and trail connectivity within and to the future TOD should be prioritized to align with other investments in the TOD.
2. Coordinate opportunities for connections throughout the City, improve sidewalks, enhance cross walks and prioritize sidewalk improvements on the remaining 29% of roadways without a sidewalk.
3. Discourage any new publicly owned and managed park space that would require City staff to take on more maintenance responsibilities. Carefully consider existing and future staffing needs as new park facilities are brought on-line while prioritizing the amphitheater park in the TOD.
4. Find opportunities to cross Interstate 35 E for trails and horse routes. Focus first on existing underpasses and opportunities for flood plain crossings.
5. Identify activation and programming opportunities in Corinth Community Park to enhance the weekly use of the park. This will need to include shade structures, planting trees, water features or even a food truck park area within the parking lot between the two ball field areas.
6. Introduce digital management system for public works to easily track maintenance obligations.
7. Maintain contracts with mountain bike clubs to maintain mountain bike trails.
8. Expand mountain biking trails through partnership with non-profits.
9. Consider expansion of trails system with a bike share system for first-mile/last-mile connections.

ACTION PLAN

Short Term (1-2 years)

- Adopt Parks and Trails Plan, including Active Transportation Plan
- Explore and prioritize missing trail and sidewalk connections
- Finalize and adopt TIRZ project and finance plan
- Prioritize CIP projects that fulfill connectivity and infrastructure to the TOD and beyond

Mid Term (2-5 years)

- Pursue partnerships with local and regional partners for maintenance and regional expansion
- Solicit support for coordinating the initial infrastructure investments for catalytic projects

Long Term (5+ years)

- Plan and collaborate with a non-profit mountain biking group to expand mountain biking trails to rank as national attraction level
- Continue to evaluate the parks and trails improvements for short term updates.

REQUIRED PARTNERS

- Dallas Off-Road Bicycle Association (DORBA)
- Denton County Transit Authority (DCTA)
- Bike-Share programming (Bike Share Fort Worth or similar)
- North Central Texas Council of Governments (NCTCOG), for regional trail improvements
- Local municipalities, for regional trail connections
- Texas Parks and Wildlife (TPWD)
- Keep Corinth Beautiful

STRATEGY 3: CATALYZE FOCUS AREAS OUTSIDE OF THE TOD

As the TOD development gains momentum and matures, other undeveloped areas in the city should become more attractive for new development. These Focus Areas (discussed in Chapter 4) include Interstate 35E and Lake Sharon (add the names of these focus areas). These need to fall in line with the desired vision and coordinated with the landowners to ensure collaborative steps are taken for infrastructure and connectivity needs.

1. Create the zoning tools (example the PUD standards and criteria) to provide flexibility to implement the optimal scenario based on the market opportunity at the time of development.
2. Market the opportunity sites through Economic Development department, once they have made progress on marketing the TOD area.
3. Establish connections across Interstate 35E in key locations, such as the Dobbs – Lake Sharon connection.

ACTION PLAN

Short Term (1-2 years)

- Finalize ideal concept plans for focus areas with landowners through an internal planning process.
- Develop the appropriate zoning tools to provide flexibility to implement the range of scenarios envisioned for the different focus areas in this plan.
- Finalize and adopt TIRZ project and finance plan to include some projects that support these key properties.
- Prioritize CIP projects that fulfill connectivity and infrastructure to the TOD from these properties
- Solicit for funding to support stormwater mitigation programs through grants and fees.

Mid Term (2-5 years)

- Support mobility improvements to these areas including sidewalks, trails and other multi-modal street improvements/road diets.
- Solicit support from development community to coordinate the initial infrastructure investments for catalytic projects in these key properties

Long Term (5+ years)

- After TOD is established, focus in on these priority sites and utilize CIP funds to improve infrastructure in the area, specifically stormwater mitigation requirements.

REQUIRED PARTNERS

- TxDOT
- Army Corp of Engineers
- Denton County
- Major Landowners
- North Central Texas Council of Governments (NCTCOG)

ADDITIONAL STRATEGIES

- ADA Transition Study
- Floodplain Protection Plan
- Zoning Code, Subdivision Ordinance and Engineering Design Criteria Assessment

STRATEGIC FOCUS AREAS

In addition to the place types established in this Comprehensive Plan, the planning team identified key focus areas that were mainly composed of larger assemblages of underdeveloped and undeveloped properties in the City. Within these prioritized focus areas, the planning team generated development options under different market scenarios. The goal was to explore different market opportunities and context to provide an analysis of the relative cost versus benefit to the City. Costs are related to existing major infrastructure costs and the corresponding new infrastructure based on the development scenario. The benefits were based on potential property values and tax revenue generated under these different scenarios.

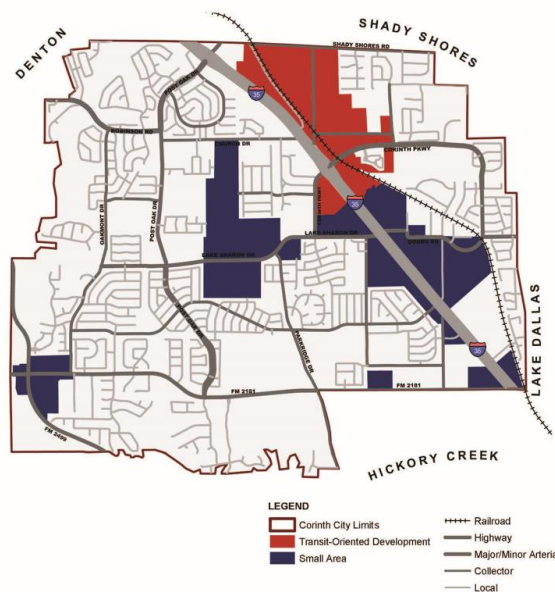
In addition to using the recommendations for the different place types in this Chapter, City officials, developers, and residents can utilize the scenarios developed for the specific focus areas. The Focus Area chapter provides more site-specific recommendations for development based on existing conditions and the locational context of these focus areas.

The different scenarios can provide guidance to city staff, elected and appointed officials, and developers while evaluating rezoning applications and incentive requests within these focus areas.

The decision on which scenario is selected should be based on elevating the market demand as well as the community's desire for specific benefits that it wants to prioritize through incentive programs.

In order to address rising costs of housing, need for a more diversified tax base, long-term fiscal sustainability, and ability to invest in quality of life amenities, the city should prioritize land use and development that:

- Provides more efficient use of land
- Accommodates more compact and walkable mix of uses, especially quality retail and restaurants
- Preserve and integrate environmentally sensitive lands, creeks, and wooded areas as amenities into the development while providing functional uses such as detention and drainage
- Provides for long-term evolution of land uses in response to market opportunities
- Provides for a mix of housing types to attract and retain residents while making Corinth a life-cycle community



Next Steps

Envision Corinth: 2040 Comprehensive Plan

- City Council – Adoption Hearing – July Meeting

Parks, Recreation & Open Space Master Plan

- Planning & Zoning Commission – July Meeting
- City Council – Adoption Hearing – August Meeting

Thank you!



Helen-Eve Beadle, Planning Director, updated City Council - Planning and Zoning Commission unanimously recommended *Envision Corinth: 2040 Comprehensive Plan* for City Council approval at their June 22, 2020 meeting subject to staff's review comments in the document, outlined below.

1. Amend Existing Land Use of the Goddard School Property to Commercial/Office/Retail, refer to page 14.
2. Correct Spelling of the word "Commercial" in the Legend, refer to page 14.

3. Amend Land Use and Development Strategy to add Corridor Commercial along 2181 near intersection at Parkridge Drive, refer to page 43.
4. Review and amend Land Use and Density point number 7, refer to page 50.
5. Remove word i.e. and replace with namely, refer to page 55.
6. Widen exhibit showing typical residential street, refer to page 64.
7. Review comment and amend exhibit showing paving of Future Local Street cross section, refer to page 64.
8. Amend the North Arrow, refer to page 65.
9. Clarify private HOA parks on the Active Transportation Plan, refer to page 66.
10. Remove the word proposed and replace with new, refer to page 72.
11. Amend grammar of point six, refer to page 73.
12. Review and amend Economic and Fiscal Strategy section, refer to page 80.
13. Address zoning application comment in Deliberate Action for Strategic Results section, refer to page 82.
14. Revise Thoroughfare Plan layout on pages 64 and 65 to provide for all of the Plan and Roadway Sections to appear on one page. Overview, Outcomes, and Plan Description may appear on other page.

Mayor Heidemann opened the Public Hearing at 7:28 p.m.

Joe Bednar stated he has four acres at 2501 Post Oak Lane at Lake Sharon. He reviewed the Future Comprehensive Plan, inquiring if the new Comprehensive Master Plan, Envision Corinth, is wrapped up into this plan. He would also like to talk with Mrs. Beadle off-line, stating there are differences between the future comprehensive plan and the presentation. He inquired on Taylor Farms to see if the city has completed work in this area. Mr. Bednar asked about the widening of Post Oak Road and if Silver Meadow would go through, past Post Oak.

Helen-Eve Beadle, Planning Director, confirmed Envision Corinth would replace the other plan. Mrs. Beadle responded regarding Taylor Farms stating developers have approached the city for various types of land uses, which would require rezoning to accommodate. She also noted the city is considering the widening of Post Oak Road. The master thoroughfare provides for a 60' right-of-way, accommodating three lanes. Mrs. Beadle confirmed it is a proposed collector connecting from Oakmont, the Corinth Parkway.

Mayor Heidemann closed the Public Hearing at 7:32 p.m.

MOTION made by Council Member Garber to approve as presented, including the replacement of the two scenario B's, pages 58 and 59, as well as the master thoroughfare plan. Council Member Pickens seconded the motion.

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

MOTION CARRIED

8. Hold a public hearing and receive citizen input on the proposed water and wastewater rates for FYE 2021.

Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director, gave a

presentation to City Council for the utility cost of service a rate design.



CORINTH
TEXAS

UTILITY COST OF SERVICE AND RATE DESIGN

PUBLIC HEARING, JULY 16, 2020

AGENDA

- Council reviewed Rate Proposals on February 20 and July 2
- Compares the revenues of the utility to its expenses to determine the overall level of rate adjustment and designs rates to meet the needs of the utility.
 - ✓ Funded Asset Management Program
 - ✓ Included Capital Improvement needs for the TOD and TIRZ
- Design rates for each class of service to meet the revenue needs of the utility, along with any other rate design goals and objectives
 - ✓ Added an Irrigation Customer Class
 - ✓ Added a volumetric cap on Sewer Consumption
- Rates will be effective October 1, 2020



REVENUE REQUIREMENTS

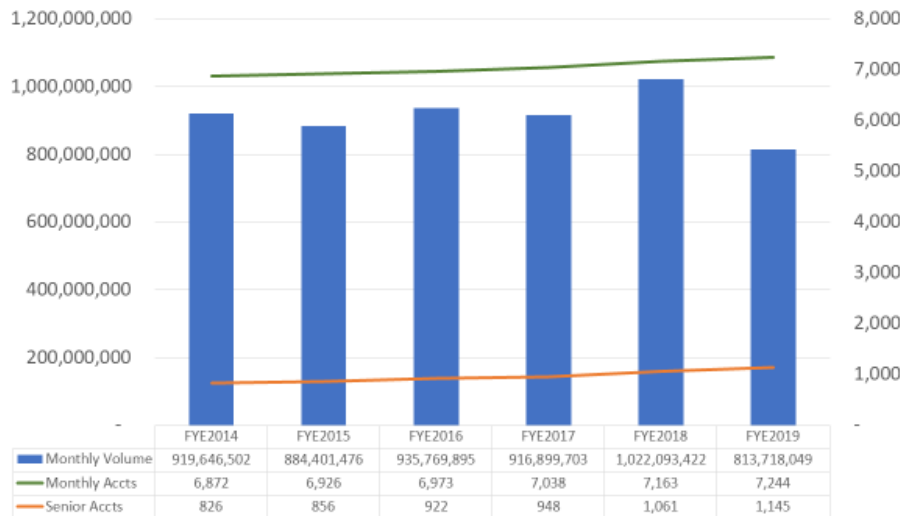


	Water	Wastewater	Combined	
O&M	1,732,607	1,288,247	3,020,854	23.8%
Water/Wastewater Purchase Cost	4,579,247	2,628,441	7,207,688	56.8%
Debt Service	773,905	492,284	1,266,189	10.0%
Transfers	657,028	241,999	899,027	7.1%
Asset Management Fund Transfer	250,000	50,000	300,000	2.4%
Rate Stabilization Fund Transfer	-	-	-	0.0%
Total	\$7,992,786	\$4,700,971	\$12,693,758	100.0%
Less Other Revenues	(403,456)	(175,100)	(578,556)	
Revenues Needed From Rates	\$7,589,331	\$4,525,871	\$12,115,202	

Transfers included funds for administrative costs to General Fund, Tap & Meter Replacement Fund, Vehicle Replacement Fund, and the Technology Replacement Fund



WATER HISTORICAL ANALYSIS



- Residential accounts **increased** by 372 or 5.4%
- Senior accounts **increased** by 319 or 38.6%
- The FYE2019 usage was 101.7 million gallons **below** the annual average of 915 million or 12.5%

UTRWD charges have increased by \$975,169 or 27.9% since FYE2014

WATER RATE BASE RATE STRUCTURE



Base Rates	City	UTRWD	Total
5/8 x 3/4	13.35	31.27	44.62
full 3/4	14.68	34.40	49.08
1 inch	18.69	43.78	62.47
1 1/2 inch	24.02	56.29	80.31
2 inch	38.70	90.69	129.39
3 inch	146.80	344.01	490.81
4 inch	186.83	437.83	624.66
6 inch	280.25	656.74	936.99
10 inch	603.72	906.93	1,510.65

- Base Rates recovers 54.6% of total expenditures
- Base Rate Revenue = \$4,165,150
- Base Rates based on Meter Size
- Seniors citizen includes 5,000 gallons of water in base rate.

Recommendation
No changes to Base Rate



VOLUMETRIC WATER RATE STRUCTURES

Volume is charged per 1,000 gallons, using a tiered structure

CURRENT			
Residential	City	UTRWD	Total
0-3,000	-	2.15	2.15
3,001-5,000	-	2.65	2.65
5,001-10,000	-	3.15	3.15
10,001-25,000	2.97	3.27	6.24
25,001-50,000	5.94	3.27	9.21
50,001 +	8.91	3.27	12.18

Commercial	City	UTRWD	Total
0-10,000	0.84	3.27	4.11
10,001-25,000	0.84	3.27	5.11
25,001-50,000	2.84	3.27	6.11
50,001 +	3.84	3.27	7.11

PROPOSED			
Residential	City	UTRWD	Total
0-5,000	1.00	1.15	2.15
5,001-10,000	1.00	2.15	3.15
10,001-25,000	3.00	3.15	6.15
25,001-50,000	6.00	3.15	9.15
50,001 +	9.00	3.15	12.15

Commercial	City	UTRWD	Total
0-50,000	3.00	2.15	5.15
50,001-200,000	5.00	2.15	7.15
200,001-500,000	7.00	2.15	9.15
500,001 +	10.00	2.15	12.15

Irrigation	City	UTRWD	Total
0-50,000	3.00	2.15	5.15
50,001-100,000	5.00	2.15	7.15
100,001-500,000	7.00	2.15	9.15
500,001 +	10.00	2.15	12.15

- Equalize the water rates between Residential and Commercial Rates
- Adjust water costs between City and UTRWD rates
- Create an Irrigation Rate Class

WATER REVENUE REQUIREMENT

	Current FYE 2020	Proposed FYE 2021			FYE 2022	FYE 2023
		City	UTRWD	Total		
Revenue Requirement	\$7,631,895	\$3,010,084	\$4,579,247	\$7,589,331	\$8,089,078	\$8,226,057
Projected Revenues	8,064,304	3,537,617	4,708,104	8,245,720	8,245,720	8,245,720
Revenue Gain/(Shortfall)	\$432,409	\$527,533	\$128,857	\$656,390	\$156,643	\$19,663

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CUSTOMER RATE IMPACT

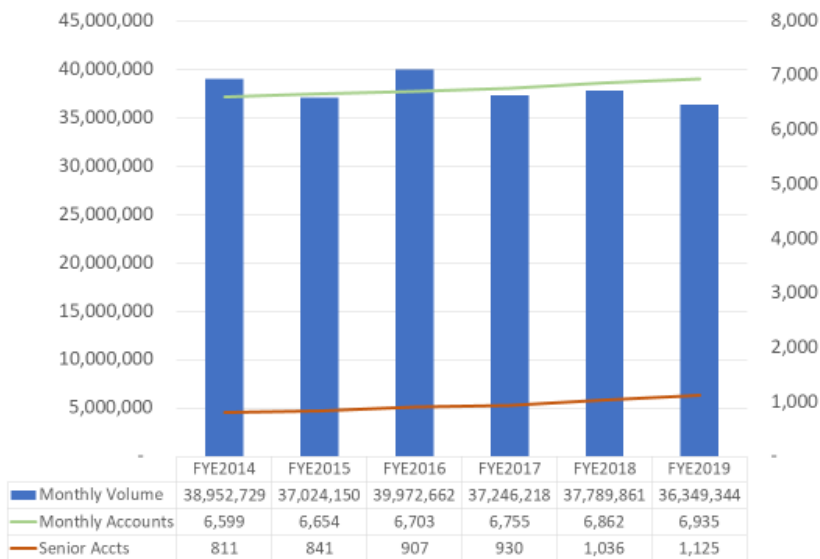
Gallons	RESIDENTIAL			SENIOR		
	Current	Proposed	Difference	Current	Proposed	Difference
1,000	46.77	46.77	-	44.62	44.62	-
5,000	56.37	55.37	(1.00)	44.62	44.62	-
10,000	72.12	71.12	(1.00)	60.37	60.37	-
25,000	165.72	163.37	(2.35)	153.97	152.62	(1.35)
50,000	395.97	392.12	(3.85)	384.22	381.37	(2.85)
75,000	700.47	695.87	(4.60)	688.72	685.12	(3.60)
Gallons	COMMERCIAL			IRRIGATION		
	Current	Proposed	Difference	Current	Proposed	Difference
5,000	83.02	88.22	5.20	83.02	88.22	5.20
10,000	103.57	113.97	10.40	103.57	113.97	10.40
25,000	180.22	191.22	11.00	180.22	191.22	11.00
50,000	332.97	319.97	(13.00)	332.97	319.97	(13.00)
75,000	510.72	498.72	(12.00)	510.72	498.72	(12.00)
150,000	1,043.97	1,034.97	(9.00)	1,043.97	1,134.97	91.00
250,000	1,754.97	1,849.97	95.00	1,754.97	2,049.97	295.00
500,000	3,532.47	4,137.47	605.00	3,532.47	4,337.47	805.00

9

WASTEWATER



WASTEWATER HISTORICAL ANALYSIS



UTRWD and City of Denton Disposal and Facility charges have increased by \$300,251 or 13.2% since FYE2014

- Residential accounts **increased** by 336 or 5.1%
- Senior accounts has **increased** by 314 or 38.7%
- The average monthly volume **decreased** by 2.6 million gallons or 6.7%
- Under current rate structure - equal to an annual loss of revenue of \$114,653

Wastewater Base Rate structures

Current	City	UTRWD	Total
RESIDENTIAL			
Base	\$21.39	-	\$21.39
Volumetric	0.96	2.71	3.67

Sewer volume is based on Winter Quarter Average for residential customers and actual water volumes for commercial customers using a 1 tier structure

Senior citizens 1,000 gallons of wastewater included in the base rate.

Proposed	City	UTRWD	Total
RESIDENTIAL			
Base	\$16.00	\$19.00	\$35.00
Volumetric	1.40	2.60	4.00
COMMERCIAL			
Base	\$19.00	\$26.00	\$45.00
Volumetric	1.40	2.60	4.00

Current Rate Structure

- One rate tier for all customer classes
- Base Rates recovers 38% of total expenditures

Proposed Rate Structure

- Separate rate tiers for residential and commercial customer classes
- Base Rates recovers 64.9% of total expenditures
- Volumetric cap of 25,000 gallons for residential customer class.

WASTEWATER REVENUE REQUIREMENT

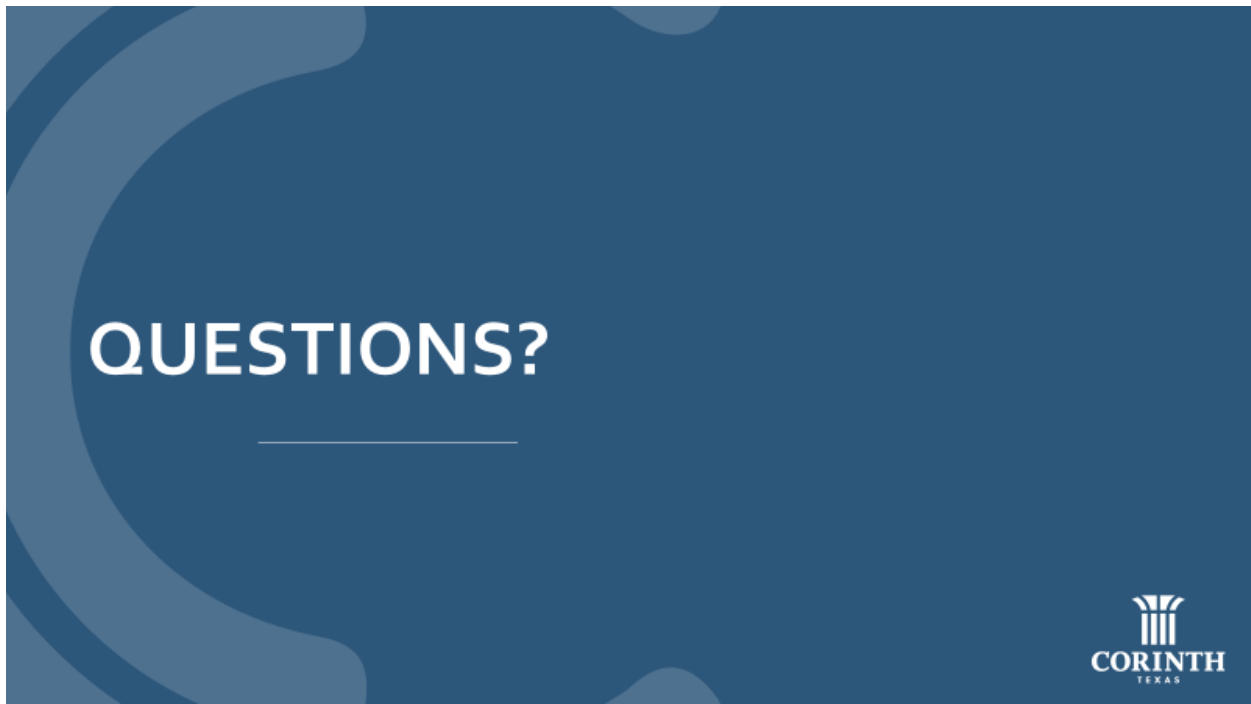
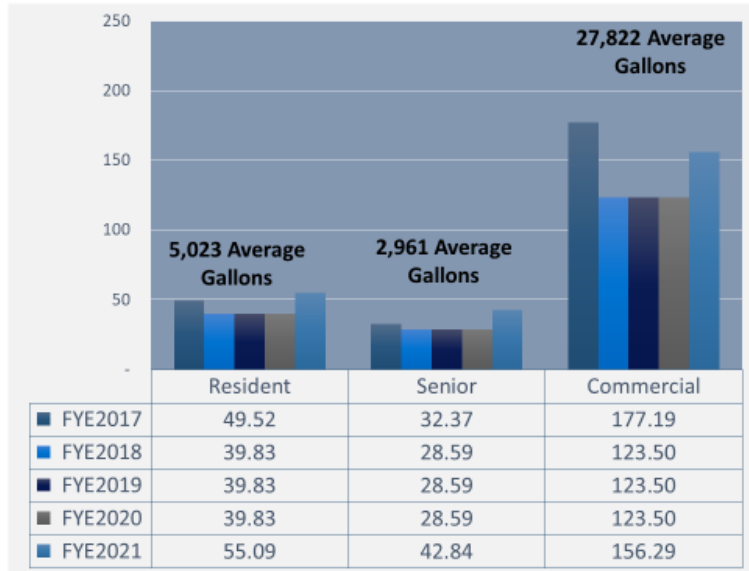


	Current FYE 2020	Proposed FYE 2021			FYE 2022	FYE 2023
		City	UTRWD	Total		
Revenue Requirement	\$4,689,254	\$1,897,430	\$2,628,441	\$4,525,871	\$4,599,684	\$4,670,230
Projected Revenues	3,374,995	1,946,473	2,726,706	4,673,179	4,673,179	4,673,179
Revenue Gain/(Shortfall)	(\$1,314,259)	\$49,043	\$98,265	\$147,308	\$73,495	\$2,949

WASTEWATER RATE PLAN

Year	Base Rate	Volumetric Rate
HISTORICAL FYE		
2015	\$21.39	\$5.60
2016	21.39	5.60
2017	21.39	5.60
2018	21.39	3.67
2019	21.39	3.67
2020	21.39	3.67
PROJECTED FYE		
Residential	\$35.00	\$4.00
Commercial	\$45.00	\$4.00

PROPOSED INCREASE
 Residential = \$15.27 or 38%
 Senior = \$14.26 or 50%
 Commercial=\$32.79 or 27%



Mrs. Bunselmeyer responded to a question from Council Member Henderson regarding the cap on the sewer consumption and Council Member Pickens regarding sewer averaging for commercial customers.

Mayor Heidemann opened the Public Hearing at 7:53 p.m. and closed at 7:54 p.m.

There were no comments made during the Public Hearing.

- Consider and act on an ordinance amending Sections 50.16 and 50.36 of the Code of Ordinances of the City of Corinth to increase the Water and Wastewater rates currently in effect; providing for the City Manager to make annual pass-through adjustments to recover

costs for water and wastewater service provided by Upper Trinity Regional Water District; providing for the Incorporation of Premises; Providing Amendments; Providing for a Cumulative Repealer Clause; Providing a Savings Clause; Providing a Severability Clause; and Providing an Effective Date.

MOTION made by Council Member Garber to approve as presented. Council Member Johnson seconded the motion.

AYES: Garber, Johnson, Pickens
NOES: Henderson
ABSENT: Burke

MOTION CARRIED

10. Consider and act upon a tree removal/mitigation plan on property legally described as Lot 1R, Block 1, Lake Dallas ISD School Addition, 53.667 acres, Edwin Marsh Survey, Abstract 833, within the City of Corinth, Denton County, Texas. (LDISD High School Expansion and Multipurpose Facility)

Helen-Eve Beadle, Planning Director, outlined LDISD High School's tree mitigation plan to City Council. Lake Dallas Independent School District (LDISD) has submitted a Site Plan application for expansion and addition of a multipurpose facility for the Lake Dallas High School, and protected trees need to be removed to accommodate the improvements. The Unified Development Code (UDC) provides for two options for protected tree removal. One option being replacement of the inches removed and the other being payment in lieu of replacement. LDISD would like to replace the inches to be removed with new trees on the site, and the staff is in support of the request.

The protected trees to be removed include 164 inches, and these will be planted with new three-inch caliper minimum trees in various locations on the site. Many of the trees to be removed on the LDHS site/property are immediately north of the fence line of the residential lots on Cliff Oaks Drive. Staff has recommended the LDISD consultants for the project contact the homeowners and notify them that trees will be removed to accommodate construction and new ones planted to re-establish a buffer. The UDC does not require the notification; it is simply a suggestion to provide courtesy notice prior to the construction crews removing the trees.



Corinth City Council

July 16, 2020

LDISD High School Tree Mitigation Request



Case Location:
Lake Dallas
High School



LDISD High School Tree Mitigation Request

- LDISD is moving forward on an expansion of the existing high school facility as well as adding a new multipurpose facility.
- Site Plan applications require a tree survey and a mitigation plan for trees to be removed.
- City Council is the approving body for tree mitigation requests.

LDISD High School Tree Mitigation Request

Tree Mitigation has two options:

Replace the trees on site

OR

Pay a fee in lieu of replacement
(\$150 per caliper inch)

❖ Applicant is proposing replacement of trees on site.

Entrance

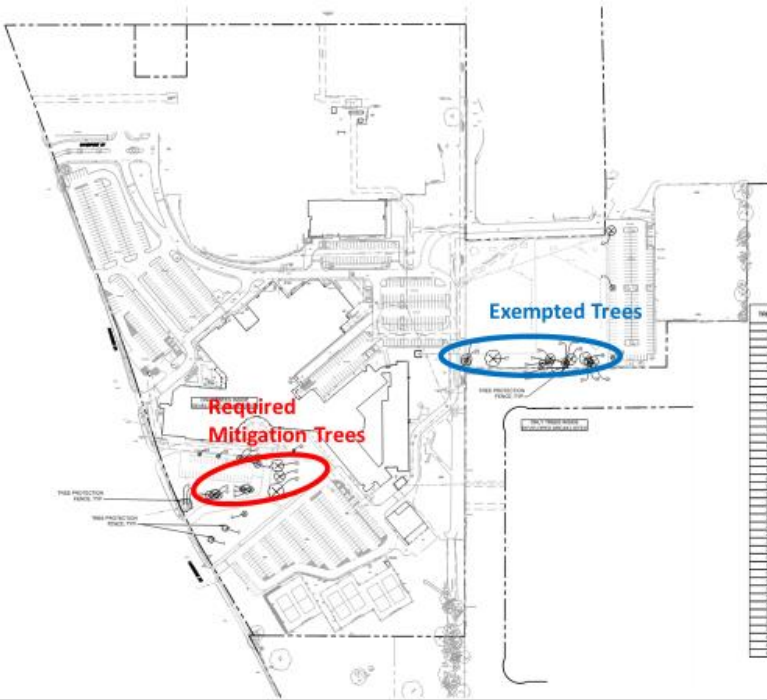


Corinthian Oaks



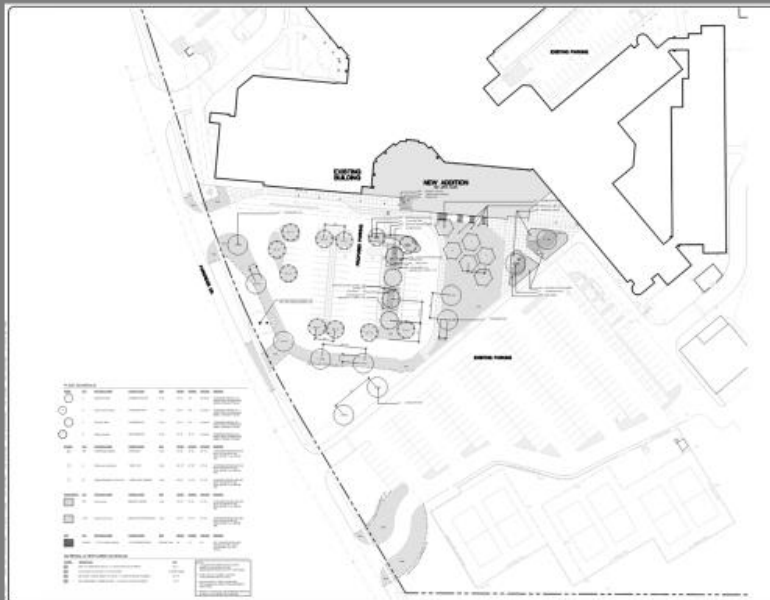
LDISD High School Tree Removal & Preservation Plan

Proposal:
Removing/Mitigating 164"

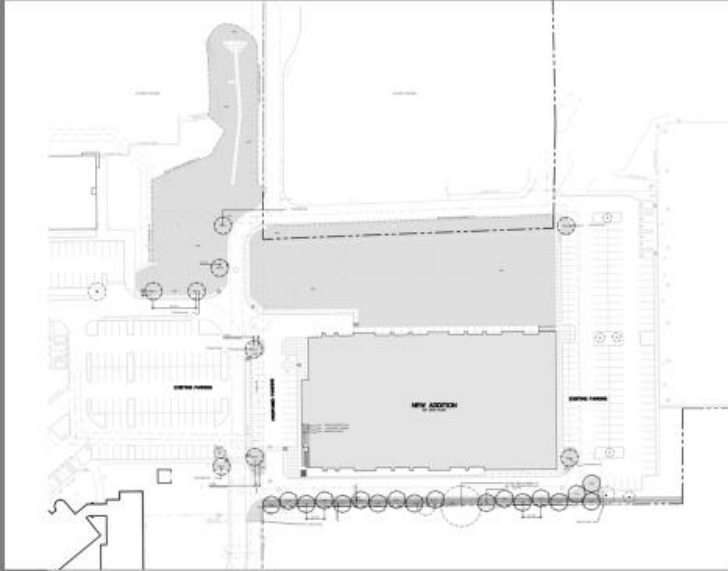


TREE #	Tree Type	Diameter (inches)	Height (ft)	Species	Health	Tree Location	Mitigation
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LDISD High School Tree Mitigation Request



LDISD High School Tree Mitigation Request



LDISD High School Tree Mitigation Request

Summary:

- LDISD submitted the tree mitigation plan at 164 inches
- Staff has encouraged LDISD to notify the residents south the existing tree line that they will be removing trees to allow for the multipurpose facility and associated fire lane
- Notification is not required by our UDC
- LDISD has drafted a letter to send to the eight homeowners /lots
- Additionally, LDISD has informed staff they will plant 6" caliper trees with a height of $\pm 20'$ instead of the minimum 3" caliper to rebuild the tree buffer

Recommendation:

- Staff recommends the tree mitigation plan be approved as submitted in the agenda packet

MOTION made by Council Member Henderson to approve as presented. Council Member Garber seconded the motion.

AYES: Garber, Johnson, Henderson
NOES: Pickens
ABSENT: Burke

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, 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 Council Member may direct that an item be added as a business item to any future agenda.

Council Member Henderson requested creating a marketing brochure for prospective clients.

City Manager Hart received information that Governor Abbott announced at 7:00 p.m., there will be no business closing order in Texas. He will allow the mask order for a period of time.

CLOSED SESSION

The City Council will convene in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

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

There was no closed session.

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:

Mayor Heidemann adjourned the Regular meeting at 8:03 p.m.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: August 6, 2020 Workshop Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the August 6, 2020, workshop session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the August 6, 2020, workshop session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the August 6, 2020, workshop session minutes.

Attachments

August 6, 2020 Workshop Session Minutes

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

On this the 6th day of August 2020, the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Members Absent:

Staff Members Present:

Bob Hart, City Manager
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director
Chris Rodriguez, Assistant Finance Director
Patricia Adams, Rockefeller, & Fort
Helen-Eve Liebman, Planning and Development Director
Jason Alexander, Economic Development Corporation Director
Cody Collier, Public Works Director
Jerry Garner, Police Chief
Michael Ross, Fire Chief
Shea Rodgers, Technology Services Communications Manager
Lana Wylie, Interim City Secretary

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA:

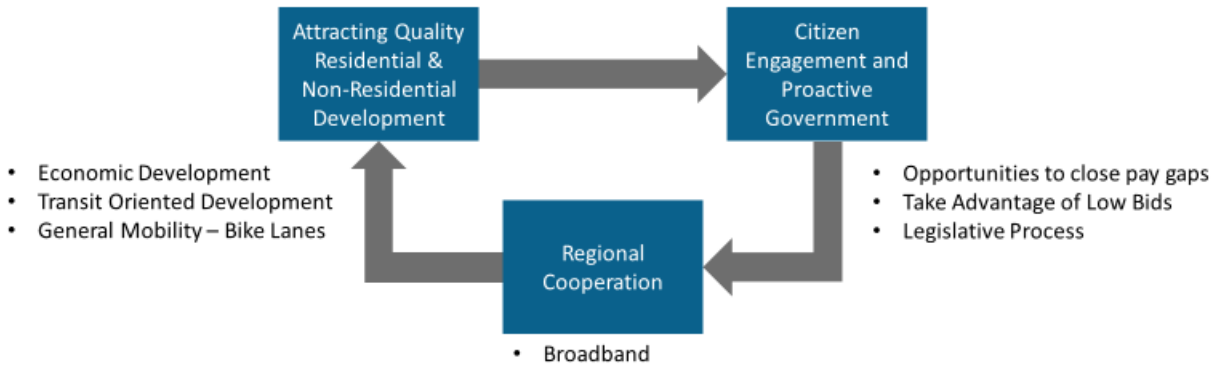
1. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2020-2021 Annual Program of Services and Capital Improvement Program.

Bob Hart, City Manager, provided an overview of the FY 2020-2021 budget, based on the workshop held on May 28th. He responded to questions from the council and followed-up by stating it meets the goals outlined by City Council in a very conservative manner.



EMBRACING THE FUTURE

CORINTH 2020 STRATEGIC GOALS AND MAY 28, 2020 WORK SESSION BUDGET PRIORITIES





ATTRACTING QUALITY DEVELOPMENT

LAND DEVELOPMENT * INFRASTRUCTURE DEVELOPMENT * ECONOMIC DEVELOPMENT

❖ **TRANSPORTATION:**

Fund infrastructure improvements for roads and street within the TIRZ and throughout the City.

❖ **TIRZ:**

Adopt a TIRZ financing plan to fund the infrastructure necessary for a commuter rail stop and the associated Transit-Oriented Development District(TOD) and encourage economic development and revitalization along I-35E

❖ **WATER, WASTEWATER AND DRAINAGE:**

Ensure the implementation of a Capital Improvement Project (CIP) program that invests in the utility system to complement economic development efforts.

❖ **ASSET MANAGEMENT:**

Integrate the asset management plan (with life-cycle costing features) into the CIP and operating budget.

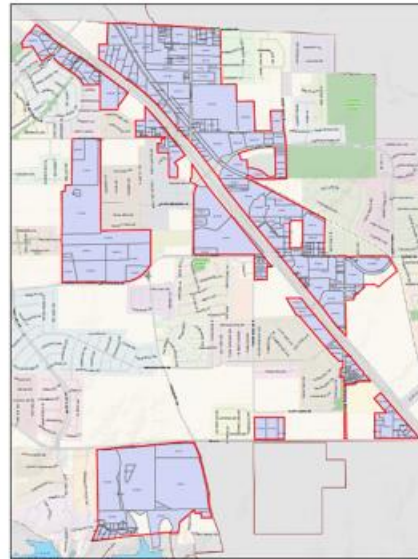
INFRASTRUCTURE DEVELOPMENT

Utilize the newly adopted Comprehensive Land Use Plan and Park, Recreation and Open Space Master Plan to guide development investment



TAX INCREMENT REINVESTMENT ZONE

- ❖ The Reinvestment Zone #2 was created in September 2019.
- ❖ The City elected to dedicate 50% of the increment value in the Reinvestment Zone.
- ❖ FY2021 will be the first year of payments to the TIRZ.
- ❖ Expenditures include \$70,000 Agora Park Design and Marketing



Base Year 2019	Taxable Value \$201,225,380
Tax Year 2020	\$246,195,857
Incremental Value	\$44,970,477
TIRZ Value (50%)	\$22,485,239
2020 TIRZ Revenue	\$100,594
2020 General Fund Revenue	\$100,594

MARKETING CAMPAIGN TIRZ AND AGORA PARK

Economic Development TIRZ Marketing - \$50,000

- ❖ TIRZ BRAND
 - Develop Branding Plan – Goes beyond the logo
 - Develop key marketing messages
- ❖ WEBSITE DEVELOPMENT
 - Programming and Development
- ❖ PROMOTIONAL VIDEOS
 - Create storyboards and conduct interviews
 - Filming and editing
- ❖ PROFESSIONALLY DESIGNED PROMOTIONS
 - TIRZ/TOD Brochures
 - Inserts, pamphlets, and informational packets
 - Digital Media
- ❖ CREATE MARKETING STRATEGIES
 - Campaign Development – where? who? when?
 - Social Media Marketing Strategy
 - Web Marketing Strategy
 - Public Relations Marketing Strategy

Agora Park and Pavilion Design/Marketing- \$70,000

- Engage the public on the Pavilion design to garner community excitement about Agora and the Pavilion and its relationship to the Short-Term Motor Vehicle Rental Tax ahead of the May election
- ❖ PAVILION DESIGN
 - Select Firm
 - Begin Preliminary schematic design
 - ❖ CREATE MARKETING STRATEGIES
 - Campaign Development
 - Develop Agora Park promotional videos and digital media
 - ❖ PUBLIC ENGAGEMENT STRATEGIES
 - Strategies to receive community input on Pavilion design
 - Strategies to garner community buy-in
 - Strategies on educating the community on the benefits of the Short-Term Motor Vehicle Rental Tax

SHORT-TERM MOTOR VEHICLE RENTAL TAX

- ❖ Slated for the May 2021 Election
- ❖ Chapter 334 of the Texas Local Government as amended permits cities and counties to impose a tax on motor vehicle rentals of 30 days or less
- ❖ Tax may be used to finance
 - Tourist, sport and community venues
 - Hotel, restaurant, retail and transportation improvements
- ❖ Tax cannot exceed five (5) percent
- ❖ Tax expires once debt to finance the projects is paid in full



The Agora District Park & Short-Term Motor Vehicle Rental Tax marketing campaign will launch in January/February 2021



KEY TOD LAND ACQUISITIONS

- Agora District Parks
- TOD West
- TXDOT 4 Corners
- Pinnell Drainage
- Metroplex Cabinets Relocation



TOD STREET PROJECTS

- N. Corinth Street
- Main Street
- Festival Way
- NCTC Way



TIRZ – DOBBS/LAKE SHARON REALIGNMENT

- Quail Run Drive Realignment
- Alignment of Lake Sharon Boulevard and Dobbs Road
- Dobbs Road Reconstruction
- Quail Run Water Tower

ASSET MANAGEMENT

Asset Management Program developed a plan to achieve full funding within five to twenty years

American Water Works Association Best Practice

- At a minimum an amount at least equal to annual depreciation expense

	General Fund	Storm Drainage Fund	Utility Fund
Annual Depreciation	\$4,691,381	\$317,813	\$1,964,152
Annual Investment Required	\$6,319,000	\$1,334,000	\$4,765,000
Amount Included in Budget	\$0	\$50,000	\$600,000
Projected Fund Balance 9/30/21	\$252,500	\$151,000	\$852,500

INFRASTRUCTURE DEVELOPMENT



Tanko Lighting Street Light Purchase

- Project is underway
- Tanko Lighting is currently conducting an asset inventory.



Work Order and Asset Management System

- Project was budgeted in current fiscal year.
- Formal RFP was published in May
- Staff is finalizing the contract terms with selected vendor
- Expect to submit for council consideration by September



Pavement Condition Management System

- Contract awarded in July 2020
- Vendor currently performing the pavement data collection and processing and obtaining right-of-way and pavement images.

ECONOMIC DEVELOPMENT

Create a cohesive economic development/investment strategy

- ❖ Implement and promote a Tax Increment Reinvestment Zone (TIRZ) for a Transit-Oriented Development (TOD) District in the City's core and related development along I-35E
- ❖ Utilize and leverage the Recast Strategy for business development within the TOD
- ❖ Initiate the development with Wolverine Interests within the TOD
- ❖ Initiate development with Realty Capital as the initial TIRZ project
- ❖ Expand network of commercial real estate brokers to help promote the City for development
- ❖ Create promotional material to attract investment to the TIRZ/TOD
- ❖ Incentivize the relocation of Metroplex Cabinets
- ❖ Secure the TxDOT surplus right-of-way to improve access for economic development



REGIONAL COOPERATION

REGIONAL COOPERATION



- ❖ Participate in Lake Cities joint meetings and expand service delivery opportunities
- ❖ **Improve internet/broadband service through the joint Lake Cities Strategic Plan with Connected Nation**
- ❖ Deliver quality GIS services and joint construction and use of utility lines with Lake Cities Municipal Utility Authority (LCMUA)
- ❖ **Initiate widening of Dobbs Road (Shady Shores to Corinth Parkway) with Denton County, Shady Shores and Lake Dallas**
- ❖ Pursue membership and a commuter rail stop through DCTA
- ❖ Formalize the partnership with Denton County relative to the TIRZ
- ❖ **Participate in the North Texas Innovation Alliance (NTXIA)**
- ❖ Participate in NCTCOG programs
- ❖ Participate in the North Texas Commission

Establish and Maintain Intergovernmental Relations

City of Denton	Denton County Transportation Authority	North Central Texas Community College	Upper Trinity Conservation Trust
Town of Hickory Creek	Denton ISD	Texas Woman's University	Upper Trinity Regional Water District
City of Lake Dallas	Lake Dallas ISD	University of North Texas	Texas Department of Transportation
Town of Shady Shores	National League of Cities	University of Texas at Arlington	Texas Water Development Board
Denton County	Texas Municipal League	Lake Cities Municipal Utility Authority	

BROADBAND UTILITY

- ❖ Prepare for winter/spring strategic plan
 - Resident/Task Force, Council Representatives, School Representatives, LCMUA, Business Interests
- ❖ Budget recommends the creation of a Broadband Utility Fund and transfers communication lease revenue derived from cellular carriers
- ❖ Initial assets will be the fiber-optic lines connecting City Hall to Public Works





CITIZEN ENGAGEMENT AND PROACTIVE GOVERNMENT

EMPLOYEE DEVELOPMENT * PROPERTY TAX RATE ANALYSIS * RESIDENT ENGAGEMENT * BUDGET OVERVIEW

FIRE DISTRICT SALES TAX NOVEMBER 2020 BALLOT

On February 13, 2020 the Fire District Board

› CITY OF CORINTH PROPOSITION A

- The creation of the District dedicated to fire safety and emergency medical services programs and the adoption of a proposed local sales and use tax at a rate of one-fourth of one percent.

› CITY OF CORINTH PROPOSITION B

- Appoint the Corinth City Council to serve as the Board of Directors of the District.

- ❖ Approved the strategies to be supported by the District.
 - Fire Prevention, Fire Operations, Fire Inspections and Fire Training
- ❖ Approved a Two-Year Budget for the Fire District.
 - MDT's - \$47,744
 - Training Facility - \$30,000
 - Radio Upgrades - \$112,000
 - Thermal Imaging Camera - \$8,500
 - Lifepak Monitor / Defibrillator - \$32,000

If the District is approved by the Voters the City will begin receiving sales tax revenue for the Fire District in April 2021.

EMPLOYEE COMPENSATION

TO ADDRESS PAY GAPS

✓ 2% Pay Plan Adjustment to the Public Safety and General Pay Schedules – Effective January 4, 2021

Most of the employees' salaries are under the midpoint of Corinth's current pay ranges. Ideally, salaries should be at the midpoint of the pay ranges. Total cost - \$214,110.

✓ Police Lateral Pay

The purpose of the program is to attract qualified experienced officers and pay them accordingly based on their training and experience.

While the City already permitted "lateral transfers," the need to preserve internal equity kept limiting the salary/Step that the Department could offer to a new experienced police officer. For this reason, it was imperative to address internal equity first. Total cost of \$40,131.

HEALTH INSURANCE RATES

PROPOSED CITY RATES FY2021

- 11.8% increase -\$265,228 after negotiation and dependent contribution change
- Continues Health Employee Insurance Benefits Trust – 1.75% premium savings
- City dependent contribution remains at 69%

CITY CONTRIBUTION			
	Current (69%)	Proposed (69%)	City Impact
EE Only	\$559.85	\$625.80	\$65.95
EE/Children*	871.71	974.39	102.68
EE/Spouse*	1,013.52	1,132.89	119.37
EE/Family*	1,407.28	1,573.05	165.77

HEALTH INSURANCE

Proposed Employee Rates FY 2021

EMPLOYEE BASE PLAN:

- Continue High Deductible Insurance Plan with a Health Savings Account (H.S.A.)
- Continue contribution to employee Health Savings Account of \$1,000
- Deductible increases from \$2,700 to \$2,800 for individual (2020 IRS)

EMPLOYEE "BASE PLAN" CONTRIBUTION			
	Current (31%)	Proposed (31%)	Employee Impact
EE Only	\$0	\$0	\$0
EE/Children*	140.12	156.62	16.50
EE/Spouse*	203.82	227.84	24.02
EE/Family*	380.74	425.58	44.84

EMPLOYEE BUY UP PLAN:

- Plan option with deductibles/copays (traditional PPO Plan)
- Deductible of \$1,000
- Co-insurance Benefit 80% to \$3,000 out of pocket maximum
- Copays (Emergency room -\$200, Urgent care-\$50, Office Visit \$25, Specialist \$50, Prescriptions \$10/\$35/\$70/\$150)

EMPLOYEE "BUY UP" CONTRIBUTION			
	Current	Proposed	Employee Impact
EE Only	\$63.70	\$71.20	\$7.50
EE/Children	255.24	285.32	30.08
EE/Spouse	342.34	382.66	40.32
EE/Family	584.18	653.00	68.82

CERTIFIED TAX ROLL

The Local Government Tax Code

- ❖ Appraisal Review Board must certify the appraisal roll to the Chief Appraiser by July 20
- ❖ The Chief Appraiser must then certify the appraisal roll to the taxing entities by July 25
- ❖ However, per the tax code.....
 - If the appraised value under review is **more than five percent** of the total taxable value then the Appraisal Review Board **cannot** certify the roll to the Chief Appraiser
 - They must notify the taxing entities by July 20 that they cannot certify the roll.

On July 18, the Chief Appraiser notified the taxing entities that they would not be able to certify the Tax Rolls and would be providing "Certified Estimates".

CERTIFIED TAX ROLL

The Local Government Tax Code



Historically
95% of the Tax Roll is certified with 5% under review



This Year
A "Certified Estimate" was provided with 70% shown as preliminary and 30% under review

Message from Chief Appraiser on July 23:

"Per the Tax Code, I am sending Certified Estimates today, and then our staff will continue to plug away at the remaining protests until we have officially certified the roll (most likely in September)."

CERTIFIED TAX ROLL

The Local Government Tax Code

❖ If providing "Certified Estimates"

- The chief appraiser must provide a list of the properties under review.
- The list must show the appraisal district's value and the taxpayer's claimed value.

Appraisal District Under Review Value	\$780,101,412
Taxpayer's Claimed Value	\$612,622,934

- ❖ For each of these properties under review the Tax Code requires that taxing entities use the lowest of these values when calculating the tax rate.

2020 CERTIFIED ESTIMATED TAX ROLL

CERTIFIED ESTIMATE Submitted by Chief Appraiser	
	Taxable Value
Preliminary	\$1,823,322,696
Under Review	780,101,412
Total	\$2,603,424,108

CERTIFIED ESTIMATE Per Tax Code	
	Taxable Value
	\$1,823,322,696
	612,622,934
Total	\$2,435,945,630

**9.55%
Growth
\$.54000**

Difference of
\$167,478,478
Or \$.03738

**2.50%
Growth
\$.57738**

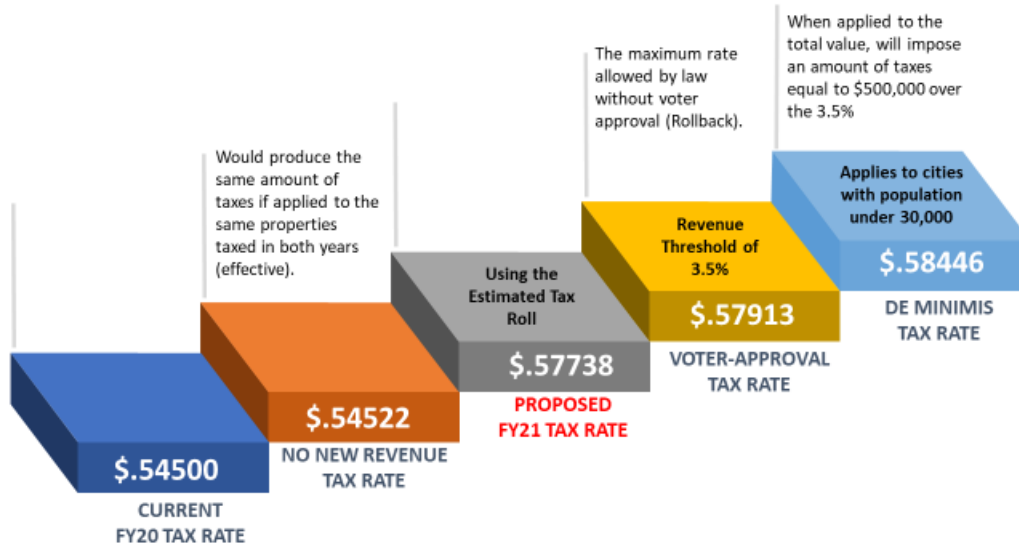
❖ Per Tax Code, the lowest of these values must be used when calculating the tax rate.

❖ Tax Rate was calculated using \$2,435,945,630

❖ 2.5% growth in value. Of which new value added represents 2.4%.

PROPERTY TAX RATE ANALYSIS

Using Certified Estimate Value of \$2,435,945,630



BUDGET CHALLENGES

❖ Appraisal District

- Typically we receive 14 weekly estimates of the appraisal Roll, beginning April 1st until certified . This year, we received a summary roll 6 times. With no significant change in value.
- July 18 received summary roll. Discovered TIRZ was not being recorded correctly.
- July 24 received certified estimates. Corinth along with other entities reported errors.
- July 27 received a revised certified estimate.
- August 1 received notice of an error in reporting values under appeal.

❖ Senate Bill 2

- Comptroller did not distribute Tax Roll Calculation changes until June
- Learning curve for staff to learn the new terminology and the calculation changes.

❖ COVID-19

- Develop conservative revenue projections based on impacts of the pandemic.
- How long the pandemic will continue and its impact is still unknown

❖ Tax Rate

- Setting a tax rate without having a certified roll.
- Not knowing when the roll will be certified by the appraisal district.

TAX RATE COMPARISON

	2016	2017	2018	2019	2020 Proposed	2020 Certified Estimate
Certified Value	\$1,799,383,154	\$1,952,654,794	\$2,159,281,283	\$2,376,455,965	2,435,945,630	\$2,603,424,108
Change in Value	9.82%	8.52%	10.58%	10.06%	2.50%	9.55%
<u>Property Tax Rate</u>						
General Fund	\$0.44298	\$0.42791	\$0.42711	\$0.43211	\$0.44745	\$0.41848
Debt Service	0.13895	0.10895	0.10289	0.11289	0.12993	0.12152
Total Tax Rate	\$0.58193	\$0.53686	\$0.53000	\$0.54500	\$0.57738	\$0.54000
Change in Tax Rate	(0.296¢)	(4.50¢)	(0.686¢)	1.5¢	3.2¢	(.5¢)

AVERAGE HOME VALUE COMPARISON



NEW VALUE ADDED

	2016	2017	2018	2019	2020 Proposed	2020 Certified Estimate
New Value Added	\$33,390,497	\$19,490,199	\$56,348,794	\$62,590,319	\$56,430,045	\$56,430,045
Tax Rate	\$0.58913	\$0.53686	\$0.53000	\$0.54500	\$0.57738	\$0.54000
<u>Tax Bill Allocation:</u>						
General Fund	\$147,913	\$83,400	\$240,671	\$270,459	\$252,496	\$236,148
Debt Service Fund	46,396	21,235	57,977	70,658	73,319	68,574
Total New Taxes	\$194,309	\$104,635	\$298,648	\$341,117	\$325,815	\$304,722

RESIDENT ENGAGEMENT

- Distribute information about City activities and programs consistent with the Communication Strategic Plan
- Within parameters of COVID-19, promote community family events
 - Pumpkin Palooza, Easter, Fish 'n Fun, Tree Lighting, and State of the City
- Promote HOA outreach through the Ambassador Program
- Utilize the Keep Corinth Beautiful Board in community events
- **Organize the Youth Advisory Council (YAC)**
- **Utilize Parks & Recreation Board for improved planning of park assets consistent with the newly adopted Park, Recreation, and Open Space Master Plan**
- **Create an office of City Marshal with related service support elements**



PROACTIVE GOVERNMENT

FY2021 NEW PROGRAM FUNDING

Youth Advisory Council - \$5,000 Lucas CPR Devices - \$21,000 Pinnell Drainage - \$50,000 Agora District Park Transfer- \$500,000 Broadband Fund Transfer- \$52,500 Smart Cities Initiative - \$10,000	GENERAL FUND \$638,500	SALES TAX FUNDS \$1,686,914	TXDOT 4 Corners Acquisition- \$1,351,000 Police Shields/Entry Tools - \$24,670 Body Cameras/Server - \$81,000 Fire MDT's- \$47,744 Fire Training Facility - \$30,000 Fire Radio Upgrade - \$112,000 Fire Thermal Imaging Camera - \$8,500 Lifepak Monitor/ Defibrillator - \$32,000
Water/Wastewater: TCEQ Risk Assessment - \$70,000 Broadband: Fiber Installation - \$150,000	UTILITY FUNDS \$220,000	SPECIAL REVENUE FUNDS \$309,188	Public Safety Statue - \$170,000 ADA Community Park Bleachers - \$19,188 Neighborhood Trees - \$50,000 Agora District Design/Marketing - \$70,000
Dobbs Road Reconstruction - \$500,000	IMPACT FEE FUND \$500,000	INTERNAL SERVICE FUNDS \$136,208	Replace Medic 440 - \$41,667 City Hall Access & Control System-\$19,149 Patrol Vehicles Aftermarket - \$75,392

OPERATING BUDGET OVERVIEW

	General Fund	Debt Service Fund	Utility Fund	Storm Drainage Fund	Broadband Utility Fund
Estimated Beginning Fund Balance 10/1/20	\$5,305,460	\$118,491	\$3,527,337	\$236,776	\$0
Revenues	19,768,158	3,165,024	14,631,541	758,870	150,000
Use of Fund Balance	476,252	219	-	-	0
Total Resources	\$20,244,410	\$3,165,243	\$14,631,541	\$758,870	\$150,000
Expenditures	19,605,910	3,165,243	14,406,761	747,287	0
New on-going Programs	15,000	0	0	0	0
One-time Programs	623,500	0	70,000	0	150,000
Total Expenditures	\$20,244,410	\$3,165,243	\$14,476,761	\$747,287	\$150,000
Estimated Ending Fund Balance 9/30/21	\$4,829,208	\$118,273	\$3,682,117	\$248,359	\$0
% of Total Expenditures	23.85%		25.43%	33.23%	
Policy Target	20.00%		25.00%	25.00%	

CAPITAL IMPROVEMENT PROGRAM

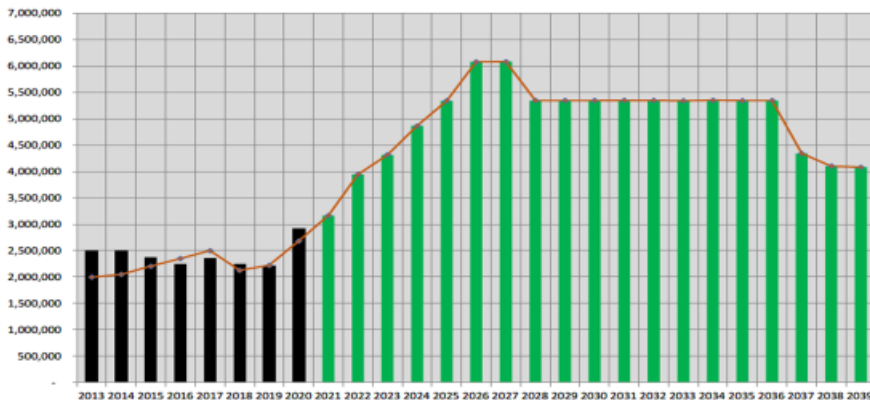
Capital Program by Fund	2020-21	2021-22	2022-23	2023-24	2024-25	Total	Over 5 Years
Water	\$ -	\$ -	\$ 640,000	\$ -	\$ 1,955,000	\$ 2,595,000	\$ 793,500
Wastewater	-	-	640,000	1,230,500	6,555,000	8,425,500	1,725,000
Drainage	4,876,844	930,000	-	-	575,000	6,381,844	-
General	8,251,000	5,350,000	-	-	-	13,601,000	-
Broadband	150,000	-	-	-	-	150,000	-
Streets	9,182,000	-	10,942,650	5,616,250	9,300,000	35,040,900	29,283,200
Parks & Recreation	-	-	490,000	950,000	1,160,000	2,600,000	-
Technology Services	-	-	-	75,000	-	75,000	-
Public Safety	172,000	172,000	322,000	172,000	-	838,000	-
Total Capital Improvement Plan	\$22,631,844	\$6,452,000	\$13,034,650	\$8,043,750	\$19,545,000	\$69,707,244	\$31,801,700

Funding Sources	2020-21	2021-22	2022-23	2023-24	2024-25	Total	Over 5 Years
Unissued/Unauthorized Bond Proceeds	\$12,582,000	\$6,280,000	\$ 8,307,250	\$7,796,750	\$19,545,000	\$54,511,000	\$31,801,700
Issued Bond Proceeds	4,469,211	-	3,490,000	-	-	7,959,211	-
Grant	2,907,633	-	-	-	-	2,907,633	-
Capital Funds - Wastewater	-	-	96,000	-	-	96,000	-
Roadway Impact Fees	500,000	-	-	-	-	500,000	-
Sales Tax Funds	1,351,000	-	479,400	-	-	1,830,400	-
Operating Funds	822,000	172,000	662,000	247,000	-	1,903,000	-
Total Resources	\$22,631,844	\$6,452,000	\$13,034,650	\$8,043,750	\$19,545,000	\$69,707,244	\$31,801,700

Project Name	Project Total Costs	Existing Bond Proceeds	FY21 Budget Allocation	Unfunded Project Amount
Agora District Parks & ROW	\$3,000,000	\$2,500,000	500,000	\$0
TOD West Land Acquisition	\$1,900,000	-	-	\$1,900,000
North Corinth Street	\$3,220,000	-	-	\$3,220,000
NCTC Way	\$2,500,000	-	-	\$2,500,000
Main Street	\$2,212,000	-	-	\$2,212,000
Festival Way	\$750,000	-	-	\$750,000
Lynchburg Creek Watershed	\$3,876,844	\$969,211	(Grant) \$2,907,633	\$0
Wetlands & Flood Mitigation	\$1,000,000	\$1,000,000	-	\$0
Metroplex Cabinet Relocation/ROW	\$2,000,000	-	-	\$2,000,000
TX Dot 4 Corners Land Acquisition	\$1,351,000	-	\$1,351,000	\$0
Dobbs Rd Reconstruction	\$500,000	-	\$500,000	\$0
Public Safety Communication	\$172,000	-	\$172,000	\$0
Fiber Optic Line	\$150,000	-	\$150,000	\$0
TOTAL FY21 CIP	\$22,631,844	\$4,469,211	\$2,173,000	\$12,582,000

A bond Issuance would be needed in March 2021 to support the proposed Capital Improvement Program.

CAPITAL IMPROVEMENT PROGRAM



	FY2021	FY2022	FY2023	FY2024	FY2025	TOTAL
New Debt Issuance	\$12.6M	\$5.35M	\$7.8M	\$6.6M	10.5M	\$42.85
Tax Rate Increase	2.57¢	.82¢	1.37¢	.98¢	1.77¢	7.51¢

❖ Assumptions

- TIRZ/TOD projects are 100% funded by General Fund
- 4% growth for FY21-FY25
- 3.5% growth after FY25

❖ Worst Case Scenario

- Does not include Denton County participation in TIRZ
- Does not include TIRZ paying for any debt.

TRUTH IN TAXATION

NOTICE OF PUBLIC HEARING ON TAX INCREASE

The Truth-in-Taxation publication notices must be calculated based on the highest possible rate the City Council may consider. The rate the City Council finally adopts *can be lower* than the proposed and published rate, but *it cannot exceed* it without undergoing the required posting requirements and timeframes.

Tax Rate Publication Options

- ❖ No New Revenue Rate - \$.54522
- ❖ **Proposed Tax Rate - \$.57738**
- ❖ Voter-Approval Tax Rate - \$.57913
- ❖ De Minimis Tax Rate - \$.58446

Key Dates

- ❖ Public Hearing on Budget - September 17
- ❖ Public Hearing on Tax Rate – September 17
- ❖ Adopt Budget & Tax Rate – September 24 or 29

**NOTICE OF PUBLIC HEARING
ON TAX INCREASE**

A tax rate of _____ per \$100 valuation has been proposed by the governing body of _____

PROPOSED TAX RATE \$ _____ per \$100
 NO-NEW-REVENUE TAX RATE \$ _____ per \$100
 VOTER-APPROVAL TAX RATE \$ _____ per \$100

The no-new-revenue tax rate is the tax rate for the _____ tax year that will raise the same amount of property tax revenue for _____ from the same properties as both the _____ tax year and the _____ tax year.

The voter-approval rate is the highest tax rate that _____ may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that _____ is proposing to increase property taxes for the _____ tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON _____ at _____.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, _____ is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the _____ of _____ at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (tax rate) x (taxable value of your property) / 100

(X) number of all members of the governing body voting, showing how each voted on the proposal to consider the tax increase or if none or more were absent, indicating absence(s):

FOR the proposal: _____
 AGAINST the proposal: _____
 PRESENT and not voting: _____
 ABSENT: _____



Date	Agenda Item
Aug 6	Council Workshop - Budget Overview
Aug 13	Council Workshop- Governmental, Debt & Special Revenue Funds Council Vote to place tax rate on agenda and set public hearing date
Aug 20	Council Workshop - Proprietary Funds & CIP Approve Crime Control & Prevention District Budget
Sept 3	Council Workshop
Sept 17	Council Workshop Public Hearing on Tax Rate Public Hearing on the Annual Budget
Sept 24 or Sept 29	Adoption of the Annual Program of Services (Budget) Adoption of the Tax Rates and Tax Rolls

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

There was no discussion on regular session agenda items.

There was no closed session following the workshop session.

CLOSED SESSION

The City Council convened in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

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

a. Red River Bancorp Demand (B)

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 (F)**
- b. **3.792 acres, Tract 13H, out of the J.P. Walton Survey, Abstract 1389, within the City of Corinth, Denton County, Texas (P)**
- c. **Being 5.379 acres of land located in the J. WALTON SURVEY, Abstract No. 1389, City of Corinth, Denton County, Texas, and being a portion of the tract of land conveyed to Anchor City Investments, LLC, by the deed recorded in Instrument No. 2006-90896, of the Deed Records of Denton County, Texas (D)**

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:

Mayor Heidemann adjourned the workshop session at 6:56 p.m.

AYES:

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: August 6, 2020 Regular Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the August 6, 2020, regular session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the August 6, 2020, regular session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the August 6, 2020, regular session minutes.

Attachments

August 6, 2020 Regular Session Minutes

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

On this the 6th day of August 2020, the City Council of the City of Corinth, Texas met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director
Chris Rodriguez, Assistant Finance Director
Patricia Adams, Rockefeller, & Fort
Helen-Eve Liebman, Planning and Development Director
Jason Alexander, Economic Development Corporation Director
Cody Collier, Public Works Director
Jerry Garner, Police Chief
Michael Ross, Fire Chief
Shea Rodgers, Technology Services Communications Manager
Lana Wylie, Interim City Secretary

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

Mayor Heidemann called the meeting to order at 7:05 P.M. The Invocation was delivered by Council Member Garber during the Crime Control & Prevention District Board of Directors Meeting held at 5:32 P.M. followed by the Pledge of Allegiance and the Texas Pledge.

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 Council Member, or any citizen desire discussion of any Item that Item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on the appointment of Cynthia Burkett as Associate Municipal Judge for the City of Corinth Municipal Court of Record.
2. Consider award of bid to American Landscape Systems for providing mowing and landscape services for the Corinth Community Park.
3. Consider and act on minutes from the June 18, 2020, workshop session.
4. Consider and act on minutes from the June 18, 2020, regular session.
5. Consider and act on minutes from the July 2, 2020, workshop session.
6. Consider and act on minutes from the July 2, 2020 regular session.

MOTION made by Council Member Garber to approve the Consent Agenda and seconded by Mayor Pro Tem Burke.

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

MOTION CARRIED

CITIZENS COMMENTS:

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

There were no citizen comments made.

BUSINESS AGENDA:

7. Consider and act on Resolution No. 20-08-06-16 of the City Council of the City of Corinth, Texas Amending Resolution No. 20-02-06-07 and Resolution No. 20-04-02-11 calling for a General Election to be held on Tuesday, November 3, 2020, for the purpose of electing one Council Member for Place 1, Place 3 and Place 4 to serve as members of the Corinth City Council for terms of two (2) years each in order to incorporate changes to election date, polling location and dates, including early voting dates and hours for the general election; providing for related matters and providing an effective date.

Bob Hart, City Manager, updated the City Council on the item, calling for a General Election for Place 3, to be held on November 3, 2020.

MOTION made by Mayor Pro Tem Burke to approve as presented. Council Member Henderson seconded the motion.

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

MOTION CARRIED

8. Consider and act on Ordinance No. 20-08-06-24 of the City Council of the City of Corinth, Texas Amending Ordinance No. 20-02-13-05 and Ordinance No. 20-04-02-07 and an order of the Temporary Board of Directors of the proposed City of Corinth Fire Control, Prevention, and Emergency Medical Services District (the "District"), to incorporate changes to election date, polling location and dates, including early voting dates and hours for the special election called for the purpose of presenting a ballot proposition approving the District and adopting a sales and use tax for the District at a rate of one-fourth of one percent dedicated to fire control, prevention and emergency medical services and a proposition authorizing the City Council to be appointed as the Permanent Board of Directors of the District upon approval at election; providing for related matters and providing an effective date.

Mr. Hart stated this item is for calling the election for the Fire District.

MOTION made by Mayor Pro Tem Burke to approve as presented. Council Member Garber seconded the motion.

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

MOTION CARRIED

9. Consider and act on Ordinance No. 20-08-06-25 of the City Council of the City of Corinth, Texas Repealing Ordinance No. 20-02-13-04 and Ordinance No. 20-04-02-09 calling a special election for the City on Saturday, May 2, 2020, and postponing the special election to Tuesday, November 3, 2020, in order to cancel the election to submit a ballot proposition implementing Resolution No. 20-02-06-08, designating a multipurpose amphitheater and related infrastructure as a sports and community venue project and adopting a new short term motor vehicle rental tax at a maximum rate of 5%; providing for the cancellation of the special election and providing an effective date.

MOTION made by Council Member Henderson to approve as presented. Mayor Pro Tem Burke seconded the motion.

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, 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 Council Member may direct that an item be added as a business item to any future agenda.

Mayor Heidemann recessed the Regular Session at 7:15 P.M. *See Closed Session*

CLOSED SESSION

The City Council will convene in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

City Council met in Closed session from 7:15 P.M., until 7:50 P.M.

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

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- c. **Being 5.379 acres of land located in the J. WALTON SURVEY, Abstract No. 1389, City of Corinth, Denton County, Texas, and being a portion of the tract of land conveyed to Anchor City Investments, LLC, by the deed recorded in Instrument No. 2006-90896, of the Deed Records of Denton County, Texas (D)**

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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.

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

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:51 p.m.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

CONSENT ITEM 8.

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Lake Sharon HOA Water Credit Contract
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: Citizen Engagement & Proactive Government

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract. The proposed contract includes a 2020 water equivalency rate of \$.0225 per square yard, which is based on the per square yard rate that the City pays on the current mowing contract. The Lake Sharon POA has a City Park (dedicated and owned by Corinth) and property at the entrances to the subdivision, which are maintained by the POA. Staff is proposing a contract effective date of October 1, 2020. The contract includes a termination date of September 30, 2022 with an annual water credit in the amount of \$11,507.72. The proposed contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2020.

Attachments

Lake Sharon POA Contract

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

This AGREEMENT is entered into this 1st day of September 2020, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Lake Sharon Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

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

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

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

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

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2022.

II. Maintenance Obligations of Association.

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

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

Page 1

RAE

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

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

III. Water Equivalency Credit.

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

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

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

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

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

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

IV. Termination

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

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

V. Miscellaneous Provisions

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

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

RAC

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

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

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

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

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

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

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

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

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

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

RAE

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

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

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

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

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

CITY OF CORINTH, TEXAS

Bob Hart, City Manager

ATTEST

Corinth City Secretary

HOMEOWNER ASSOCIATION



Rob Eichelkraut, President

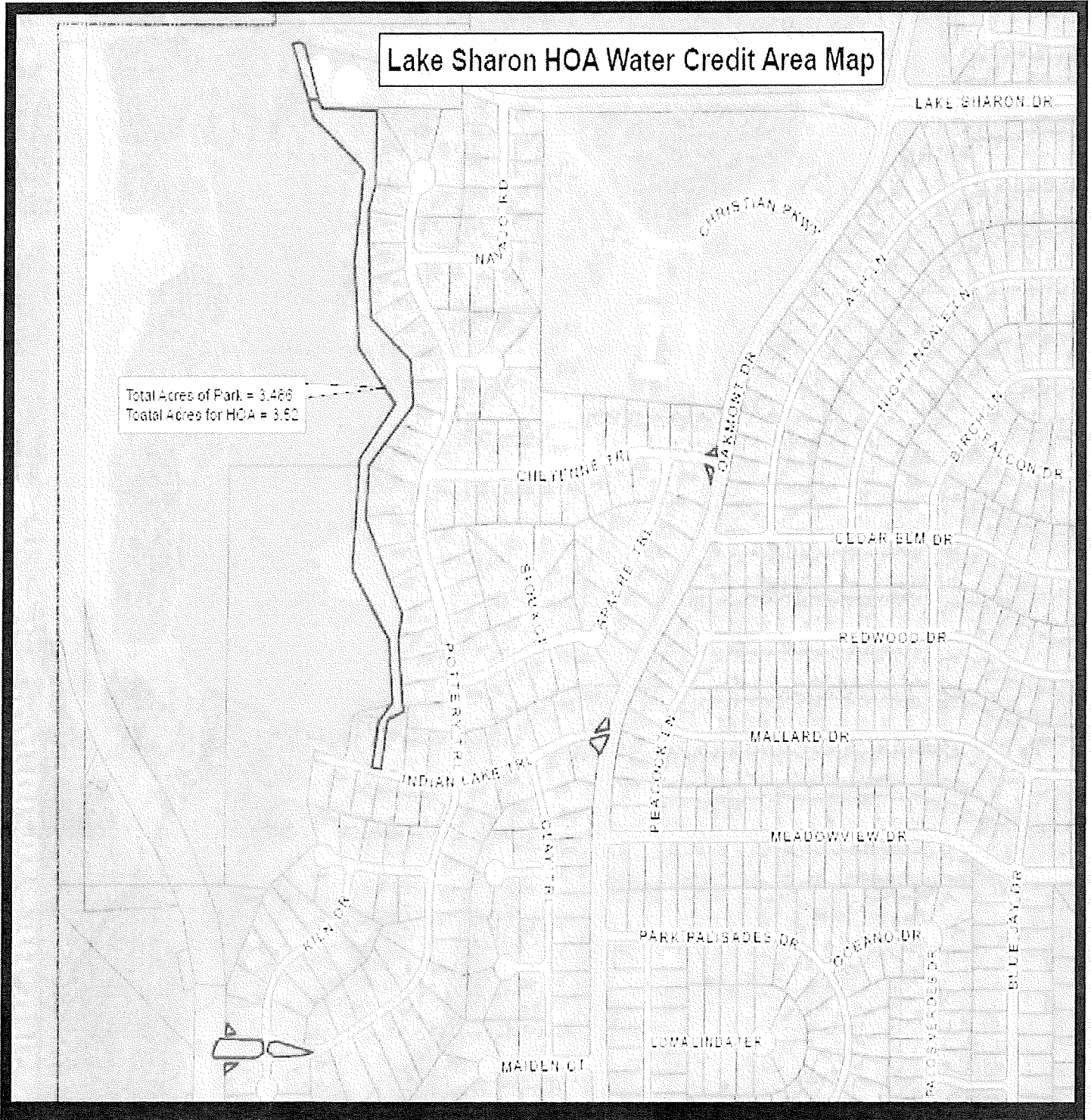
Address for notice: 2911 Pottery Trail
Corinth, Texas 76210

Phone: (214) 728-6505

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RAE

EXHIBIT A



BAE

EXHIBIT B

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

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

RAE

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Post Oak Crossing POA Water Credit Contract
Submitted For: Cody Collier, Director **Submitted By:** Cody Collier, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review:
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract. The proposed contract includes a 2020 water equivalency rate of \$.0225 per square yard, which is based on the per square yard rate that the City pays on the current mowing contract. Staff is proposing a contract effective date of October 1, 2020. The contract includes a termination date of September 30, 2022 with an annual water credit in the amount of \$3,537.24.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2020.

Attachments

Post Oak Crossing Contract

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

This AGREEMENT is entered into this 1st day of September 2020, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Post Oak Crossing Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

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

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

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

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

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2022.

II. Maintenance Obligations of Association.

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

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

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

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

III. Water Equivalency Credit.

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

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

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

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

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

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

Equivalency Credit will be equal to the amount of the Water Equivalency Credit for the prior 12 month period.

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IV. Termination

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

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

V. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

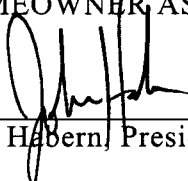
O. This Agreement shall supersede any prior agreements between City and Association relating to the maintenance of Rights-of-Way and the Entrance and to the extent any such agreements exist, they are specifically amended so this Agreement shall be controlling.

CITY OF CORINTH, TEXAS

ATTEST

City Secretary

HOMEOWNER ASSOCIATION

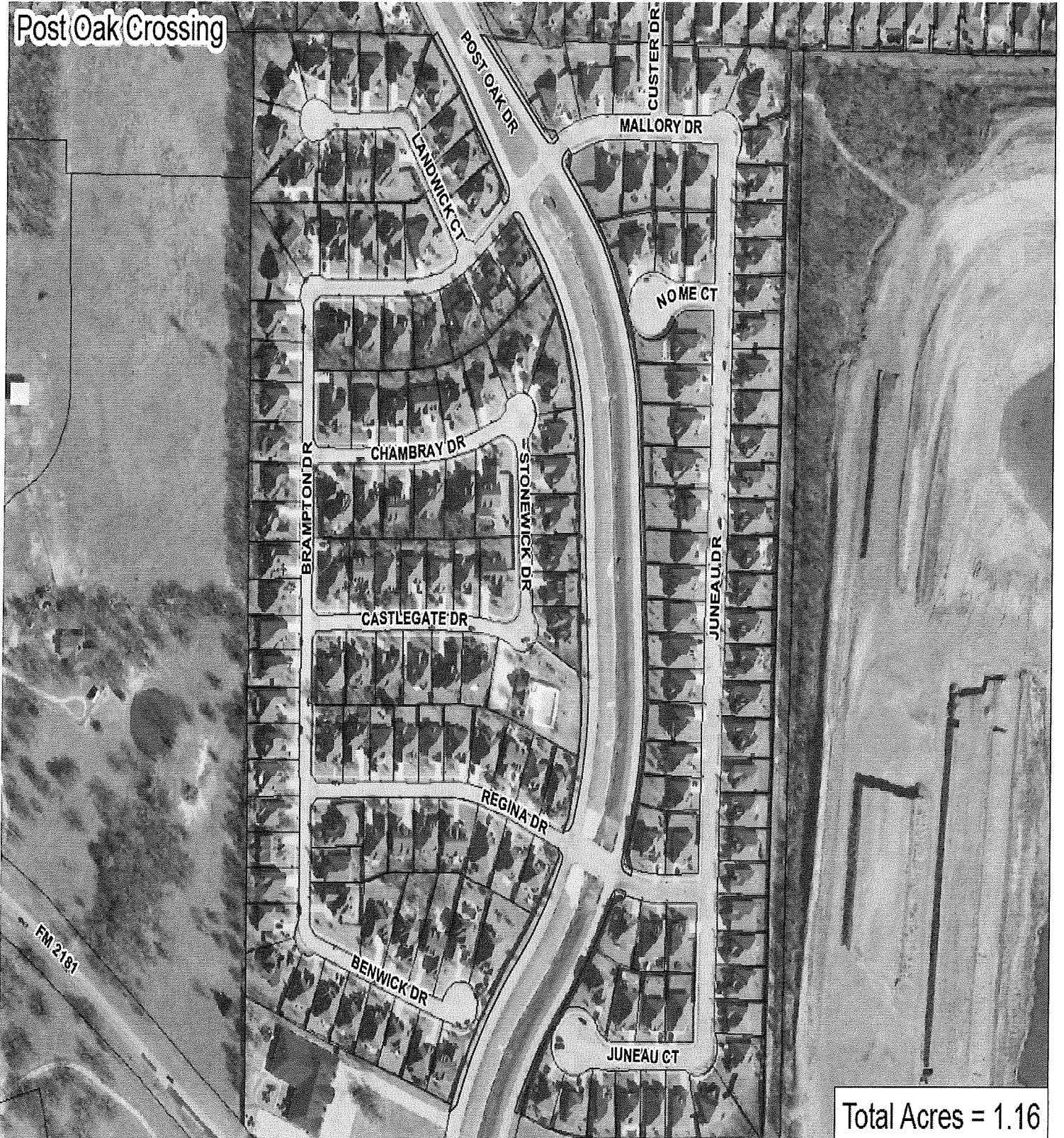


John Habern, President

Address for notice: 3321 Brampton Dr
Corinth, TX 76210

EXHIBIT A

Post Oak Crossing



Total Acres = 1.16

EXHIBIT B

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

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

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Meadows Oak Water Credit Contract
Submitted By: Cody Collier, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract. The proposed contract includes a 2020 water equivalency rate of \$.0225 per square yard, which is based on the per square yard rate that the City pays on the current mowing contract. Staff is proposing a contract effective date of October 1, 2020. The contract includes a termination date of September 30, 2022 with an annual water credit in the amount of \$13,020. The contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2020.

Attachments

Meadows Oak Contract

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

This AGREEMENT is entered into this 1st day of September 2020, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Meadows Oak Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

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

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

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

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

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2022.

II. Maintenance Obligations of Association.

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

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

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

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

III. Water Equivalency Credit.

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

B. Association shall have a Water Equivalency Credit of **\$13,020.00**

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

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

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

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

IV. Termination

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

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

V. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CORINTH, TEXAS

Bob Hart, City Manager

ATTEST

City Secretary

HOMEOWNER ASSOCIATION

Kendra Simpson

Kendra Simpson, President

Address for notice: 3203 Mason Avenue
Corinth, Texas 76210

Phone: (972) 741-0272

EXHIBIT A

Meadow Oaks



LAKE SHARON DR

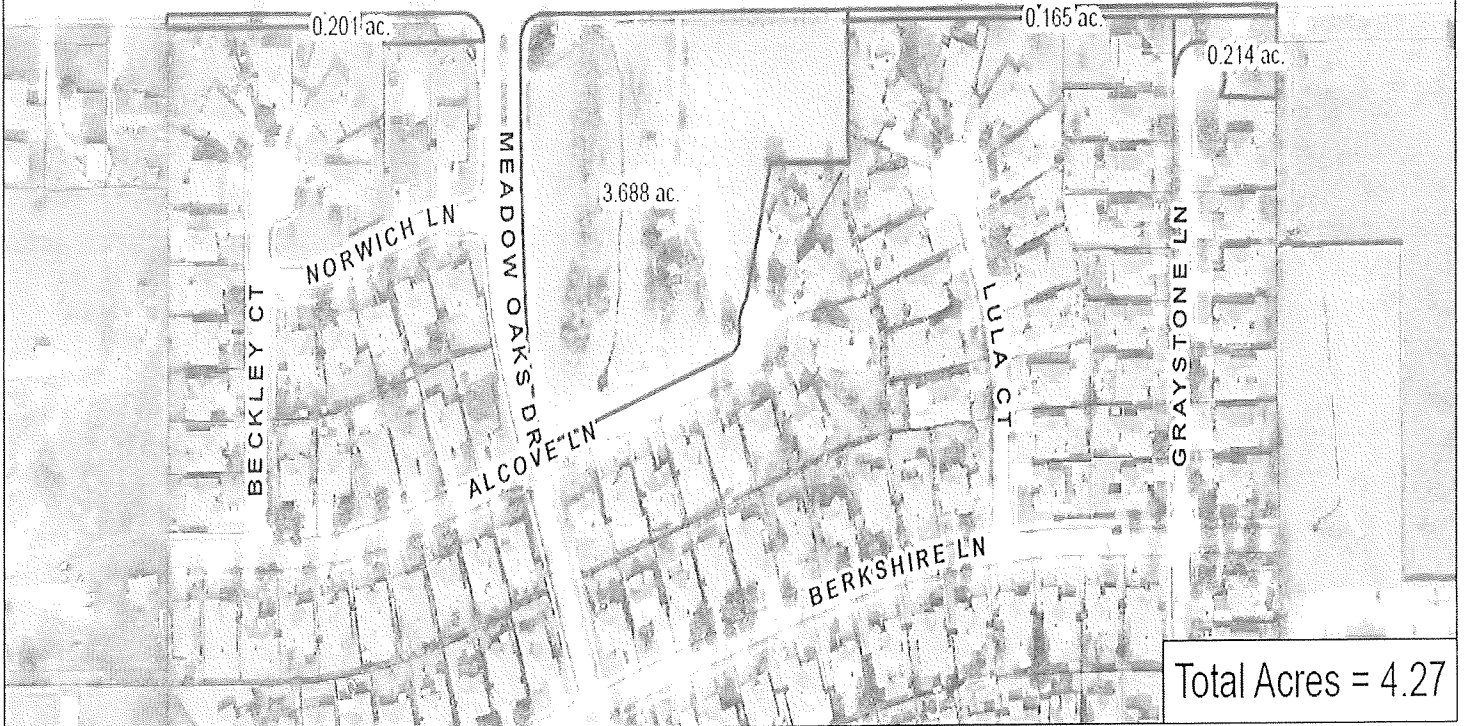


EXHIBIT B

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

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

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

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Oakmont POA Water Credit Contract
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: Citizen Engagement & Proactive Government

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

Beginning in 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Home Owners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract. The proposed contract includes a 2020 water equivalency rate of \$.0225 per square yard which is based on the per square yard rate that the City pays on the current mowing contract. Staff is proposing a contract effective date of October 1, 2020. The contract includes a termination date of September 30, 2022 with an annual water credit in the amount of \$68,790.12. The contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

RECOMMENDATION

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2020.

Attachments

Oakmont Contract

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

This AGREEMENT is entered into this 1st day of September 2020, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Oakmont Country Club Estates Property Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

WHEREAS, Association is a non-profit corporation established for the benefit of all owners of real property within the following subdivision, Oakmont Country Club Estates Addition, an addition to the City of Corinth, Denton County, Texas (the "Development"); and

WHEREAS, City is the owner of certain improved dedicated streets, medians, rights-of-way and public property, and Development entrance all consisting of 22.56 acres, as more particularly shown on Exhibit A attached hereto and made a part hereof (the "Rights-of-Way and Entrance"); and

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

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

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2022.

II. Maintenance Obligations of Association.

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

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

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

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

III. Water Equivalency Credit.

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

B. Association shall have a Water Equivalency Credit of \$68,790.12.

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

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

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

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

IV. Termination

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

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

V. Miscellaneous Provisions

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

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

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

Property damage, per occurrence	\$100,000
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The liability insurance policy shall name City, its employees and officers as additional insureds and shall be endorsed to provide that coverage is primary and non-contributory as to the City. Association shall provide to City proof of such insurance coverages. The amount of all required insurance policies is not deemed to be a limitation on Association's agreement to indemnify and hold harmless City, and in the event Association or City become liable for damages in an amount in excess of the amount or amounts of the policies, then Association must save City harmless from the whole liability.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CORINTH, TEXAS

Bob Hart, City Manager

ATTEST

City Secretary

HOMEOWNER ASSOCIATION



Alan Nelson, President

Address for notice: 1910 Vintage Drive
Corinth, Texas 76210

Phone: (940) 390-3925

EXHIBIT A

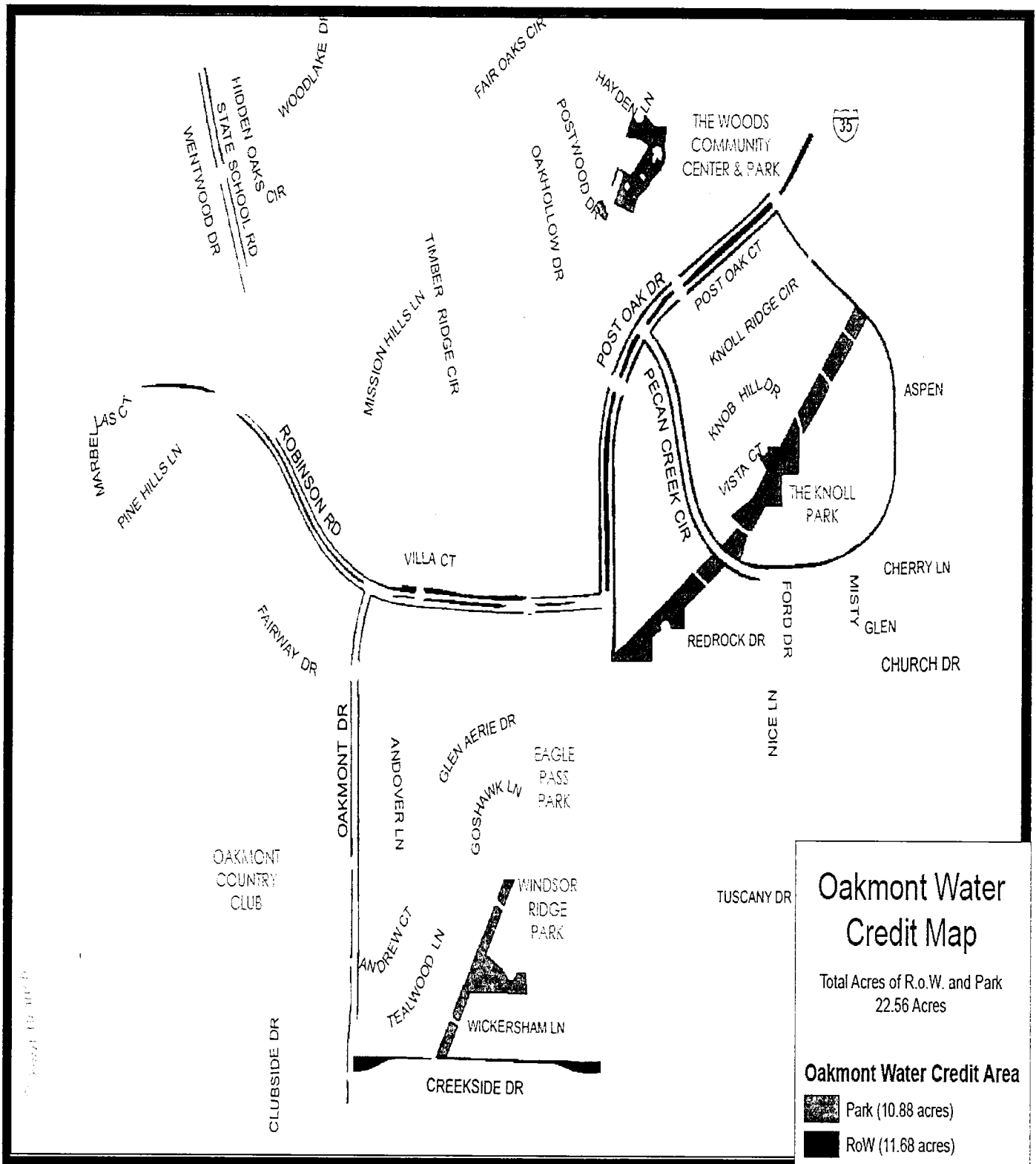


EXHIBIT B

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

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

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Asset Management and Work Order Software for Public Works
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: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive Government

AGENDA ITEM

Consider approval for the acquisition of CityWorks, an asset management, and work order software for the Public Works Department, and authorize the City Manager to negotiate and execute contracts.

AGENDA ITEM SUMMARY/BACKGROUND

Building from the work completed in 2018 with Public Sector Digest (PSD), we have identified over \$700,000,000 in assets owned by the City of Corinth. The ability to identify, track repairs, identify condition, life cycle analysis, and trends is crucial for preparing for future needs. City Council approved the Strategic Asset Management Policy in 2018 which provided for methods to account for and prioritize needs for all City assets.

City Council approved \$90,000 in the 2019-2020 budget for the acquisition of a new asset management and work order software for Public Works. Staff created a committee comprised of several members from departments whom may be impacted or have need for the software. We reviewed several companies, conducted interviews, met with other cities who are using similar products, and held product demonstrations with the committee and field staff. We released the request for bids in April 2020 with five submittals (only three were qualified and accepted).

The three companies who met basic bid criteria were NewEdge Services, Smart Energy Systems Inc., and Beehive Industries. While Smart Energy Systems and Beehive Industries had a great product for work order systems, their asset management components were lacking, or missing all together for the needs of Corinth. NewEdge had a very robust work order system and the asset management portion of the software far exceeded our expectations. This asset management software will take the full report from PSD and make it a living document which can be modified with improvements, new assets, forecasts, and funding needs. NewEdge works as the implementation company for the software product known as Cityworks. Cityworks is an industry leader, well recognized and respected, utilized by many neighboring cities, and with support staff located within the DFW area.

NewEdge provided a bid for \$91,400 to meet the bid requirements we specified. There are additional costs which were discussed during the budget presentation on August 20th, requesting an additional \$45,000 for the 2020-2021 budget. The additional funds are necessary to allow for interaction between Cityworks and existing software platforms such as Incode and My Civic CMS. The amount needed will be a not to exceed amount of \$136,400 for implementation of Cityworks by NewEdge to provide a complete work order and asset management system for the City of Corinth.

RECOMMENDATION

Staff recommends authorizing the City Manager to execute all necessary contracts and documents, upon approval from the City Attorney, for the procurement of Cityworks Software, and implementation and integration by NewEdge.

Attachments

Asset Management Policy 2018

CITY OF CORINTH

POLICY/ADMINISTRATIVE PROCEDURE/ADMINISTRATIVE DIRECTIVE

SUBJECT: STRATEGIC ASSET MANAGEMENT POLICY	INITIAL APPROVAL DATE: 12-06-2018
NEXT POLICY REVIEW: March 1, 2021	LAST REVISION DATE: 12-06-2018

1. PURPOSE

The purpose of this policy is to provide leadership in and commitment to the development and implementation of the City's asset management program. It is intended to guide the consistent use of asset management across the organization, to facilitate logical and evidence-based decision-making for the management of municipal infrastructure assets and to support the delivery of sustainable community services now and in the future.

By using sound asset management practices, the City will work to ensure that all municipal infrastructure assets meet expected performance levels and continue to provide desired service levels in the most efficient, reasonable and effective manner. Linking service outcomes to infrastructure investment decisions will assist the Municipality in focusing on service, rather than budget driven asset management approaches.

This policy demonstrates an organization-wide commitment to the good stewardship of municipal infrastructure assets, and to improved accountability and transparency to the community through the adoption of best practices regarding asset management planning.

2. POLICY STATEMENT

This policy introduces an integrated Asset Management System (AMS) across all asset classes. The AMS adopted for each asset class will be consistent with international standards and commensurate with the size and importance of those asset classes.

The City of Corinth has a strategic role in providing an accessible street system, a dependable water system, a safe wastewater system, an adequate stormwater system, quality buildings, and dependable machinery, equipment, and vehicles that contribute to our economic development and enhances the quality of life for all Corinth residents. Long-term sustainable asset management is essential to fulfilling this role and delivering cost-effective infrastructure and services.

The approval of this policy is an important step towards integrating the Municipality's strategic goals with its asset management program, and ensuring that critical municipal infrastructure assets and vital services are maintained and provided to the community in a consistent, reliable and sustainable manner.

2.1 Policy Principles

The Following principles collectively guide the current management and future development of Corinth's infrastructure assets:

- Implement international best practice benchmarks for asset management.
The ISO 55000 suite of standards will be the international benchmark used by Corinth.
- Deliver a 'fix it first' approach.
Use the full potential of existing assets by proactively repairing or rehabilitating assets rather than replacing them to ensure their sustainability.
- Ensure life-cycle costs are factored into infrastructure investment decision-making.
Capital expansion programs and projects will be accompanied by a clear position on the ongoing funding required to maintain and operate the new assets and services.
- Provide 'fit for purpose' solutions.
Maintain existing assets to a 'fit for purpose' condition that is sustainable.

Corinth will define appropriate, affordable levels of service which balance performance, costs and risks over the asset's life to ensure the full range of assets are sustainable.

3. SCOPE

This policy covers the physical assets that comprise the city's infrastructure network and the integrated asset management system including data, processes, information system, governance, knowledge and capability.

The department's transport infrastructure asset classes covered by this policy include:

- Roads
- Bridges and culverts
- Water systems
- Wastewater systems
- Stormwater systems
- Buildings and facilities
- Machinery and equipment
- Vehicles

Although human factors such as leadership, motivation and culture are not directly addressed within the scope of this policy, they are critical to successfully achieving optimized and sustainable asset management and require due consideration. This is applicable to all the department's managers, employees, contractors and suppliers.

4. ROLES AND RESPONSIBILITIES

The development and continuous support of the Municipality's asset management program requires a wide range of duties and responsibilities. The following passages outline the persons responsible for these tasks:

A. Council

1. Approve the AM policy
2. Maintain adequate organizational capacity to support the core practices of the AM program
3. Prioritize effective stewardship of assets in adoption and ongoing review of policy and budgets
4. Monitor levels of service

B. City Manager

1. Development of recommended policy and policy updates
2. Provide organization-wide leadership in AM practices and concepts
3. Provide departmental staff coordination
4. Establish and monitor levels of service
5. Coordinate and track AM program implementation and progress

C. Asset Management Team (AMT)

1. Development of recommended policy and policy updates
2. Provide corporate oversight to goals and directions and ensure the AM program aligns with the Municipality's strategic plan
3. Ensure that adequate resources are available to implement and maintain core AM practices
4. Provide departmental staff coordination
5. Establish and monitor levels of service
6. Track, analyze and report on AM program progress and results
7. External resources will contribute to development of condition ratings, lifecycle calculations, risk analysis and management, and cost estimates. External resources will also be responsible for providing legal advice.

D. Departmental Staff

1. Utilize the new business processes and technology tools developed as part of the AM program
2. Participate in implementation task teams to carry-out AM activities
3. Establish and monitor levels of service
4. Provide support and direction for AM practices within their department
5. Track, analyze and report on AM program progress and results

5. POLICY IMPLEMENTATION

Corinth will convene a senior management team, the Asset Management team (AMT), to oversee the development, implementation and continuous improvement of all components of the Asset Management System.

Corinth will measure and report on the Asset Sustainability Ratio as a key performance indicator on an annual basis. The city will also benchmark its progress against ISO 55000 requirements on a regular basis.

The Public Works Director is the chair of the Asset Management Team and is responsible for the overall design, maintenance, documentation, review and improvement of the City's Asset Management System.

The components of the Asset Management System will include:

- Asset management policy
- Asset management strategies and objectives
- Asset management plans
- High level action plans for improvement of asset management practice across Corinth in the Capital Improvement Plan (CIP), and
- Performance monitoring, reporting and review processes.

5.1 International Asset Management Standard

International asset management specifications highlight the importance of city-wide asset management policies as part of an integrated suite within an Asset Management System. The contents of this policy confirm to the direction and intent of the ISO 55000 suite of international asset management standards. ISO 55001 specifies that an organization shall establish, implement, maintain and continually improve an asset management system, including the processes needed and their interactions. In addition, the city shall develop a Strategic Asset Management Plan which includes documentation of the role of the asset management system in a supporting achievement of asset management objectives.

6. OBJECTIVES

The objective of this policy is to set the direction and framework required for infrastructure asset sustainability, and to include:

- Ensuring that the City's infrastructure assets are managed in a sustainable manner, with appropriate levels of service that balance the needs of residents and the environment within available funding and consistent with the city's risk framework.
- Safeguarding the City's infrastructure assets and employees by implementing effective asset management strategies and providing the necessary financial resources for those assets.
- Ensuring resources required and operational capabilities are identified and responsibility for asset management is allocated.

- Assigning clear responsibilities and accountabilities for the ownership and control of the City's infrastructure assets and the associated reporting responsibilities.
- Maximizing value-for-money, taking into account the full costs of providing, holding, using, maintaining and disposing of assets throughout their lifecycles.
- Optimizing the infrastructure solutions through improved management and economies of scale.
- Demonstrating transparent and responsible asset management processes that align with established best practices.

7. BENEFITS

The benefits to the City of implementing this policy include development a comprehensive asset management system that provides optimized lifecycle asset management across the city.

8. RISK MANAGEMENT

All components of the Asset Management System shall be developed in line with the principles of the City's Risk Management Framework.

9. PERFORMANCE ASSESSMENT AND IMPROVEMENT

Corinth is committed to continual improvement in asset management practices and asset management performance.

Corinth will define, through a Capital Improvement Plan (CIP), mechanisms for performance assessment and continual improvement of asset management system and practices that will include a reporting and review framework managed through the Asset Management Team including:

- Performance and condition monitoring
- Investigation of asset-related failures, incidents and non-conformities
- Evaluation of compliance
- Audit
- Improvement actions
- Records

Corinth will develop Asset Management Plans for each of its asset classes that will:

- Define performance measures for the asset based on city objectives, Council priorities, asset management objectives and recognized best practices.
- Review available resources
- Identify performance gaps, if any
- Define options to close the gaps based on sustainability principles and risk
- Outline improvements to the asset required to achieve sustainability.

10. REFERENCES

References include, but are not limited to:

- International Organization for Standardization (ISO), ISO 55000, 55001, and 55002
- IPWEA International Infrastructure Management Manual

11. POLICY REVIEW

This policy shall be reviewed on a biennial basis. The next review of this policy is due on March 1, 2021.

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Atmos RRM Rate Increase
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
Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

A Resolution of the City Council of the City of Corinth, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable rate making expenses; determining that this resolution was passed in open meetings act; providing for the incorporation of premises; adopting a savings clause; providing for severability; declaring an effective date; and requiring delivery of this Resolution to the company and the ACSC's legal counsel.

AGENDA ITEM SUMMARY/BACKGROUND

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute. Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of \$141.2 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to \$136.3 million, \$98.7 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$111.5 million instead of the claimed \$136.3 million. The amount of the \$111.5 million deficiency applicable to ACSC members would be \$80.8 million. After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$90 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2020. This should save ratepayers approximately \$9 million such that the case is functionally equivalent to ACSC's consultants' recommendation of \$80.8 million. The Executive Committee recommends a settlement at \$90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Resolution before November 1, 2020.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$90 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have

agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be \$15.48 or 6.56 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2020, ACSC residents will maintain a slight economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$90 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2020 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.2 million in additional system-wide revenues, the RRM settlement at \$90 million for ACSC Cities reflects substantial savings to ACSC Cities. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$81 million.

Settlement at \$90 million (equivalent to \$81 million with a two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before November 1, 2020. New rates become effective December 1, 2020.

RECOMMENDATION

Staff recommends approval of the Settlement Resolution.

Attachments

Resolution

Attachment 1 Model Staff Reprot

Exhibit A - Mid-Tex Tariffs

RESOLUTION NO. 20-09-03-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; PROVIDING FOR THE INCORPORATION OF PREMISES; ADOPTING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Corinth, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a

substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants’ Report, which was \$81 million; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
CORINTH, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 3RD DAY OF
SEPTEMBER, 2020.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, Interim City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

**Attachment 1 to
Model Staff Report**

2020 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
 RRM CITIES RATE REVIEW MECHANISM
 PROOF OF REVENUES - RRM CITIES
 TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Residential								
1	Customer Charge	\$ 19.55	\$ 20.25	13,644,834		\$ 266,756,505	\$ 276,307,889	
2	Consumption Charge	0.17423	0.26651		608,491,998	106,017,561	162,169,202	
3	Revenue Related Taxes					26,692,882	31,397,617	
4	Total Class Revenue					\$ 399,466,948	\$ 469,874,708	\$ 70,407,760
Commercial								
5	Customer Charge	\$ 46.50	\$ 54.50	1,115,081		\$ 51,851,267	\$ 60,771,915	
6	Consumption Charge	0.09924	0.11728		398,510,866	39,548,218	46,737,354	
7	Revenue Related Taxes					6,544,757	7,698,315	
8	Total Class Revenue					\$ 97,944,242	\$ 115,207,584	\$ 17,263,342
Industrial & Transportation								
9	Customer Charge	\$ 845.50	\$ 1,014.50	7,272		\$ 6,148,476	\$ 7,377,444	
10	Consumption Charge Tier 1	0.3572	0.4157		7,769,155	2,775,142	3,229,638	
11	Consumption Charge Tier 2	0.2616	0.3044		8,666,094	2,267,050	2,637,959	
12	Consumption Charge Tier 3	0.0561	0.0653		13,696,172	768,355	894,360	
13	Revenue Related Taxes					856,339	1,012,467	
14	Total Class Revenue					\$ 12,815,362	\$ 15,151,868	\$ 2,336,505
Total Excluding Other Revenue								
15						\$ 510,226,552	\$ 600,234,159	\$ 90,007,608
16								
17								
18								
19								
20								
21								
22								
23								
24	Revenue Related Tax Factor		7.1606%					

**Attachment 2
to 2020 RRM Staff Report**

Bill Impact

ATMOS ENERGY CORP., MID-TEX DIVISION
 AVERAGE BILL COMPARISON - BASE RATES
 TEST YEAR ENDING DECEMBER 31, 2019

Line No.							Current	Proposed	Change	
Rate R @ 44.5 Ccf										
1	Customer charge						19.55			
2	Consumption charge	44.5	CCF	X	\$ 0.17423	=	7.75			
3	Rider GCR Part A	44.5	CCF	X	\$ 0.17750	=	7.90			
4	Rider GCR Part B	44.5	CCF	X	\$ 0.29953	=	13.33			
5	Subtotal					=	48.53			
6	Rider FF & Rider TAX					=	3.48			
7	Total					=	52.01			
8										
9										
10	Customer charge							20.25	\$	
11	Consumption charge	44.5	CCF	X	\$ 0.26651	=	11.86			
12	Rider GCR Part A	44.5	CCF	X	\$ 0.17750	=	7.90			
13	Rider GCR Part B	44.5	CCF	X	\$ 0.29953	=	13.33			
14	Subtotal					=	53.34			
15	Rider FF & Rider TAX					=	3.82			
16	Total					=	57.16		\$ 5.15	
17									9.90%	
18										
19	Rate C @ 357.4 Ccf									
20	Customer charge						46.50			
21	Consumption charge	357.4	CCF	X	\$ 0.09924	=	35.47			
22	Rider GCR Part A	357.4	CCF	X	\$ 0.17750	=	63.44			
23	Rider GCR Part B	357.4	CCF	X	\$ 0.20954	=	74.89			
24	Subtotal					=	220.30			
25	Rider FF & Rider TAX					=	15.77			
26	Total					=	236.07			
27										
28	Customer charge							54.50	\$	
29	Consumption charge	357.4	CCF	X	\$ 0.11728	=	41.91			
30	Rider GCR Part A	357.4	CCF	X	\$ 0.17750	=	63.44			
31	Rider GCR Part B	357.4	CCF	X	\$ 0.20954	=	74.89			
32	Subtotal					=	234.74			
33	Rider FF & Rider TAX					=	16.81			
34	Total					=	251.55		\$ 15.48	
35									6.56%	

**Attachment 3
to 2020 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE RATE COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019**

	ACSC Settled	DARR Filing	ATM Filing	Environs Filing
Cust Charge	\$20.25	\$23.75	\$26.40	\$24.60
Monthly Ccf	44.5	44.5	44.5	44.5
Cons Charge	\$0.26651	\$0.19336	\$0.14846	\$0.18653
Average Mo Bill	\$32.11	\$32.35	\$33.01	\$32.90
		-\$0.24	-\$0.90	-\$0.79

Exhibit A
to 2020 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2020

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.26651 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 54.50 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 54.52 per month
Commodity Charge – All Ccf	\$ 0.11728 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailed Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_{ij} = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.73	0.1545	94.79	0.7284
Austin	9.53	0.1489	211.76	0.9405
Dallas	15.77	0.1792	199.74	0.9385
Waco	9.99	0.1341	145.27	0.7110
Wichita Falls	11.61	0.1402	120.34	0.5747

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2020 RRM Resolution or Ordinance

Mid-Tex
2020 Benchmark for Pensions
and Retiree Benefits

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2019**

Line No.	Description	Shared Services		Mid-Tex Direct		Adjustment Total	
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Executive Benefit Plan		
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 3,460,135	\$ 3,695,384	\$ 6,132,704	\$ 280,578	\$ 4,992,449	
2	Allocation to Mid-Tex	43.29%	43.29%	76.59%	100.00%	76.59%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744	\$ 11,898,774
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3; Ln 2)		79.55%		37.83%		37.83%
11							
12							
13	Total Pension Account Plan	\$ 1,191,410		\$ 1,777,056		\$ 2,968,466	
14	Total Post-Employment Benefit Plan		\$ 1,272,412			\$ 1,446,647	2,719,060
15	Total Supplemental Executive Benefit Plan				\$ 32,754		32,754
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 1,446,647	\$ 5,720,280
17							
18	Notes:						
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.						
20	2. Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAMI.						
21							
22	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.						
23							

Exhibit C
to 2020 RRM Resolution or Ordinance

Mid-Tex 2020 Schedule for
Amortization for Regulatory Liability

**ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2019
AMORTIZATION OF REGULATORY LIABILITY**

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount (2)	Corrected Balance for December 31, 2017 (3)
	(a)	(b)	(c)	(d)	(e)
1	2017		\$ -	\$ 292,268,881	\$ 292,268,881
2	2018	292,268,881	12,075,562	280,193,319	
3	2019	280,193,319	12,085,165	268,108,155	
4	2020	268,108,155	11,171,173	256,936,982	
5	2021	256,936,982	11,171,173	245,765,809	
6	2022	245,765,809	11,171,173	234,594,635	
7	2023	234,594,635	11,171,173	223,423,462	
8	2024	223,423,462	11,171,173	212,252,289	
9	2025	212,252,289	11,171,173	201,081,116	
10	2026	201,081,116	11,171,173	189,909,943	
11	2027	189,909,943	11,171,173	178,738,770	
12	2028	178,738,770	11,171,173	167,567,597	
13	2029	167,567,597	11,171,173	156,396,424	
14	2030	156,396,424	11,171,173	145,225,251	
15	2031	145,225,251	11,171,173	134,054,077	
16	2032	134,054,077	11,171,173	122,882,904	
17	2033	122,882,904	11,171,173	111,711,731	
18	2034	111,711,731	11,171,173	100,540,558	
19	2035	100,540,558	11,171,173	89,369,385	
20	2036	89,369,385	11,171,173	78,198,212	
21	2037	78,198,212	11,171,173	67,027,039	
22	2038	67,027,039	11,171,173	55,855,866	
23	2039	55,855,866	11,171,173	44,684,692	
24	2040	44,684,692	11,171,173	33,513,519	
25	2041	33,513,519	11,171,173	22,342,346	
26	2042	22,342,346	11,171,173	11,171,173	
27	2043	11,171,173	11,171,173	(0)	
28					
29	Revenue Related Tax Factor		7.16%	See WP_F-5.1	
	Revenue Related Taxes on Annual			Amortization * Tax	
30	Amortization		\$ 799,924	Factor	
31	Amortization Including Revenue		<u>\$ 11,971,097</u>	Amortization + Taxes	

32
33 Notes:

- 34 1. The annual amortization of a 26 year recovery period is based on the
35 Reverse South Georgia Method.
36 2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.
37 3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: ILA - Dobbs Road
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Citizen Engagement & Proactive
Government
Regional Cooperation

AGENDA ITEM

Consider authorizing the City Manager to execute an Interlocal Cooperation Agreement for Dobbs Road Reconstruction Project Surveying by and among the City of Lake Dallas, the City of Corinth, and the Town of Shady Shores.

AGENDA ITEM SUMMARY/BACKGROUND

The ILA is an initial step allowing for the surveying of the Dobbs Road project. A second ILA will be required to design and construct the street. The Dobbs Road widening is included in the new fiscal year.

RECOMMENDATION

Recommend approval of the ILA as presented

Attachments

ILA - Dobbs Road Reconstruction Project Surveying
PSA - Lake Dallas/Binkley & Barfield, Inc.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Interlocal Cooperation Agreement for Dobbs Road Reconstruction Project Surveying

This **Interlocal Cooperation Agreement for Dobb Road Reconstruction Project Surveying** (“Agreement”) is made and entered as of the Effective Date by and among the **City of Lake Dallas** (“Lake Dallas”), a Texas home rule municipality, the **City of Corinth** (“Corinth”), a Texas home rule municipality, and the **Town of Shady Shores** (“Shady Shores”), a Texas Type A General Law municipality. Lake Dallas, Corinth, and Shady Shores are sometimes referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

Recitals:

WHEREAS, a public road commonly referred to by the Parties as “Dobbs Road” is located within the incorporated limits of the Parties as well as Denton County Precinct #3; and

WHEREAS, the Parties desire to determine the feasibility and estimated costs that would be incurred in performing a joint project involving the reconstruction and widening of Dobbs Road from its intersection with South Shady Shores Drive on the East to its intersection with Corinth Parkway on the West (“the Project”); and

WHEREAS the Texas Interlocal Cooperation Act (Chapter 791, Texas Govt. Code, as amended), authorizes Texas municipalities and other local governments to contract with one another to perform governmental functions and services, including all or part of a function or service in recreation, public health and welfare, and streets, roads, and drainage, engineering, and other governmental functions in which such local governments are mutually interested; and

WHEREAS, an important component of the cost of the Project is identifying the additional right-of-way that would need to be acquired for the Project; and

WHEREAS, the Parties desire to engage the firm of Binkley & Barfield, Inc. (“Surveyor”) to conduct the initial survey work and related title and other services for the purpose of identifying the parcels to be acquired for the Project; and

WHEREAS, the governing body of each of the Parties has determined the functions and services of the Parties set forth in this Agreement are governmental functions and services which each Party is authorized to perform and provide, and the terms, conditions and provisions of this Agreement are in support of and further the public health, safety welfare, and convenience of the citizens of each of the Parties and are in the public interest.

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the Parties agree as follows:

Section 1. Term/Termination. This Agreement shall be effective on the date when it bears the signatures, whether appearing on the same document or identical counterparts, of authorized representatives of all of the Parties (“the Effective Date”) and shall terminate when all obligations set forth in this Agreement have been performed and a copy of the work performed by Surveyor delivered to the Parties. Any Party may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other Parties; provided, however, a Party who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated pursuant to Section 3, below, to pay its portion of the costs for services provided pursuant to the Surveyor Agreement (as defined below) through the effective date of such termination, which obligation shall survive the Party’s termination of its participation in this Agreement.

Section 2. Scope of Work- Lake Dallas as Lead City / Work Product.

(a) By signing this Agreement, Corinth and Shady Shores hereby request and authorize Lake Dallas, and Lake Dallas agrees, to negotiate and enter into an agreement with Surveyor to provide professional land surveying and other services (the “Services”) relating to the Project, such agreement to be substantially in the form attached hereto as Exhibit “A” and incorporated herein by reference (the “Surveyor Agreement”).

(b) Each Party agrees to cooperate and, to the extent reasonably necessary to facilitate Surveyor’s performance of the services described in the Surveyor Agreement, assist and provide such information to Surveyor and Lake Dallas as may be requested.

(c) Lake Dallas agrees to act as the liaison and point of contact with Surveyor. Any payments owed Surveyor for services or goods pursuant to the Surveyor Agreement shall be paid directly by Lake Dallas from funds currently available to Lake Dallas, and each Party agrees to pay its share to Lake Dallas in accordance with Section 3, below.

(d) Lake Dallas agrees to be primarily responsible for monitoring Surveyor’s work and for requiring Surveyor’s timely compliance with provisions of the Surveyor Agreement.

(e) Each Party shall be entitled to receive a digital copy of the survey data collected by the Surveyor pursuant to the Surveyor Agreement. There shall be no additional charge to the Parties for such digital data which shall be provided in PDF and AutoCAD format.

Section 3. Consideration and Payment Obligations.

(a) Each Party agrees to pay its proportionate share of the costs of the Services provided by Surveyor pursuant to the Surveyor Agreement based upon the following allocation:

- (1) Corinth: 31%
- (2) Lake Dallas: 31%
- (3) Shady Shores: 38%

(b) The total cost of the Services provided by Surveyor pursuant to the Surveyor Agreement shall not exceed THIRTY-THREE THOUSAND SIX HUNDRED FIFTEEN AND NO/100 DOLLARS (\$33,615.00) unless otherwise agreed in writing by the Parties.

(c) Corinth and Shady Shores agree to pay Lake Dallas their respective shares of the costs incurred pursuant to this Section 3 and the Surveyor Agreement not later than fifteen (15) days after receipt of invoice from Lake Dallas accompanied by a copy of the invoice received by Lake Dallas from Surveyor.

(d) The Parties agree the payments made hereunder by each Party for the Services and for the services provided by Lake Dallas provide valid and sufficient consideration for the services rendered and payments made hereunder. The Parties further warrant and represent that, as of the Effective Date, the governing body of each of the Parties has appropriated and obligated current funds for the purpose of paying their respective financial obligations pursuant to this Agreement.

(e) Lake Dallas shall use the funds received from Corinth and Shady Shore pursuant to Section 3(c), above, solely to pay Surveyor for amounts due under Surveyor Agreement.

Section 4. Miscellaneous.

(a) *Payment from Current Revenues.* Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

(b) *Notices.* Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Lake Dallas:

City of Lake Dallas, Texas
Attn: John Cabrales, City Manager
212 Main Street
Lake Dallas, Texas 75065

With Copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

To Corinth:

City of Corinth
Attn: Bob Hart, City Manager
3300 Corinth Parkway
Corinth, Texas 76208

With Copy to:

Patricia A. Adams
Messer, Fort & McDonald, PLLC
6731 Preston Road, Suite 200
Frisco, Texas 75034

To Shady Shores:

Town of Shady Shores
Attn: Wendy Withers, Town Manager
101 S Shady Shores Road
Shady Shores, Texas 76208

With Copy to:

Jim Shepherd
Shepherd Law Firm
1901 N. Central Expressway, Suite 200
Richardson, Texas 75080-3528

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

(c) *Governing Law, Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

(d) *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent acts or omissions in the course of performance of this Agreement.

(e) *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

(e) *Relationship.* It is understood and agreed that the relationship among the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto

(f) *Entire Agreement.* This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other

collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

(g) *Exhibits; Recitals.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

(h) *Amendment.* This Agreement may be only be amended by written agreement of all of the Parties.

(i) *Headings; "Includes."* The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

(j) *Severability.* The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

(k) *Assignment.* No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

(l) *Force Majeure.* No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, pandemics, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control (collectively "Force Majeure"); provided that such affected Party gives written notice of Force Majeure to the other Parties within ten (10) business days from the date that the affected Party has notice of the existence of the claimed inability to perform. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

(m) *Counterparts.* This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

(n) *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

Signatures on Following Pages

Corinth Signature Page

SIGNED AND AGREED this ____ day of _____, 2020.

CITY OF CORINTH

By: _____
Bob Hart, City Manager

ATTEST:

Lana Wylie, Deputy 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

Shady Shores Signature Page

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

**EXHIBIT “A”
Form of Surveyor Agreement**

**PROFESSIONAL SERVICES AGREEMENT
(Dobbs Road Right-of-Way Surveys)**

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made as of the Effective Date by and between the **City of Lake Dallas** (“Lake Dallas”), a Texas home rule municipality, and **Binkley & Barfield, Inc.** (“Consultant”), a corporation. Lake Dallas and Consultant are hereafter collectively referred to as “the Parties” or separately as “Party”.

RECITALS

WHEREAS, Lake Dallas, along with the City of Corinth, and the Town of Shady Shores (collectively, the “Cities”), desires to reconstruct and improve a segment of Dobbs Road located within the corporate limits of the Cities and an unincorporated area of Denton County, Texas (“the Project”); and

WHEREAS, pursuant to an agreement among the Cities, Lake Dallas has agreed to seek and obtain professional surveying services relating to the Project on behalf of the City; and

WHEREAS, Lake Dallas desires Consultant to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, Consultant has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, Lake Dallas and Consultant agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by Lake Dallas, Consultant agrees to provide to Lake Dallas the necessary professional land surveying and related services related to obtaining real property surveys of various properties adjacent (“Project”) as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (“the Scope of Services”).

Section 2. Term of Agreement

The term of this Agreement shall begin on the date it is signed by representatives of all of the Parties (the “Effective Date”) and shall continue until Consultant completes the services required herein to the reasonable satisfaction of Lake Dallas, unless sooner terminated as provided in Section 8, below.

Section 3. Consultant's Obligations

A. Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should Lake Dallas require additional services not included under this Agreement, Consultant shall make reasonable effort to provide such additional services in accordance with an additional fee to be negotiated and within the time schedule prescribed by Lake Dallas; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of Lake Dallas. The cost of such personnel and assistance shall be a reimbursable expense to Consultant only if authorized in writing in advance by Lake Dallas.

C. Consultant shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. Lake Dallas agrees to pay Consultant for all services authorized in writing and properly performed by Consultant in accordance with the Payment Schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to Consultant by Lake Dallas shall be based on invoices submitted by Consultant for work performed monthly by Lake Dallas, less any previous payments, and shall be paid not later than thirty (30) days of receipt of invoice by Lake Dallas.

B. Lake Dallas reserves the right to delay, without penalty, any partial payment when, in the opinion of Lake Dallas, Consultant has not made satisfactory progress on the design of this Project based on the Scope of Services.

C. The Total Surveying Fee shall not exceed **\$33,615.00**. Lake Dallas may deduct from any amounts due or to become due to Consultant any sum or sums owing by Consultant to Lake Dallas. In the event of any breach by Consultant of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against one or more of the Cities, or the premises of one or more of the Cities, arising out of Consultant's performance of this Agreement, Lake Dallas shall have the right to retain out of any payments due or to become due to Consultant an amount sufficient to completely protect any or all of the Cities from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Consultant.

Section 5. Responsibilities

A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all survey plats and property descriptions furnished by Consultant under

this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in survey plats or property descriptions.

B. Neither Lake Dallas's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Lake Dallas in accordance with applicable law for all damages to Lake Dallas caused by Consultant's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of Lake Dallas under this Agreement are as provided by law.

Section 6. Time For Performance

A. Consultant shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with Lake Dallas's requirements.

B. In the event Consultant's performance of this Agreement is delayed or interfered with by acts of the Lake Dallas or others, Consultant may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Consultant, unless Consultant shall have made written request upon Lake Dallas for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless Lake Dallas and Consultant have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

All surveys, drawings, and other documents, including those in electronic form, prepared by Consultant and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of the Cities. Consultant and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by Lake Dallas as required by this Agreement, the Cities shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by Consultant) in and to all Project Documents, whether in draft form or final form, which are produced at Lake Dallas's request and in furtherance of this Agreement. The Cities shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Consultant in connection with this Agreement are "works for hire" and shall be the property of the Cities upon payment of Consultant as provided in this Agreement.

Section 8. Termination

A. Lake Dallas may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Consultant. In the event suspension or termination is without cause, payment to Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Lake Dallas to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Lake Dallas.

B. Should Lake Dallas require a modification of this Agreement with Consultant, and in the event Lake Dallas and Consultant fail to agree upon a modification to this Agreement, Lake Dallas shall have the option of terminating this Agreement and Consultant's services hereunder at no additional cost other than the payment to Consultant, in accordance with the terms of this Agreement, for the services reasonably determined by Lake Dallas to be properly performed by Consultant prior to such termination date.

Section 9. Insurance

A. Consultant shall during the term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Consultant's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Consultant's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name the Cities, their officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to the Lake Dallas for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against the Cities for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to Lake Dallas prior to commencement of services.

Section 10. Indemnification.

The Cities shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of Consultant pursuant to this Agreement. Consultant hereby waives all claims against the Cities, their officers, agents and employees (collectively referred to in this section as "City Indemnitees") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of the City Indemnitees. Consultant agrees to indemnify and save harmless the City Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of Consultant, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of a City Indemnitee, in whole or in part, in which case Consultant shall indemnify the City Indemnitee only to the extent or proportion of negligence attributed to Consultant, its officers, agents, or employees as determined by a court or other forum of competent jurisdiction). Consultant's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Consultant under this Agreement. This provision shall survive the termination of this Agreement.

Section 11. Assignment

Consultant shall not assign this Agreement, or any part thereof, without the prior written consent of Lake Dallas.

Section 12. Applicable Laws

Consultant shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of

Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 13. Default of Consultant

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by Lake Dallas to Consultant, Lake Dallas may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by Lake Dallas to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by Lake Dallas at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, Lake Dallas may proceed to complete the services in any manner deemed proper by Lake Dallas, either by the use of its own forces or by resubletting to others.

B. Lake Dallas may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

Section 14. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Consultant without a written agreement with Lake Dallas prior to the performance of such services.

Section 15. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 16. Severability.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 21. Counterparts.

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

Section 22. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 23. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 24. Prohibition of Boycott of Israel

Consultant verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Agreement. This section does not apply if Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature page to follow)

AGREED AND SIGNED 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

AGREED AND SIGNED this ____ day of _____, 2020.

BINKLEY & BARFIELD, INC.

By: _____

Name: _____

Title: _____

EXHIBIT "A"

1) SCOPE OF SERVICES

Prepared by Binkley & Barfield, Inc.

August 11, 2020

**DOBBS ROAD RIGHT-OF-WAY SURVEY
(CORINTH PARKWAY TO S. SHADY SHORES ROAD)
Scope of Services and Fee Proposal**

PROJECT OVERVIEW

Right of Way Survey for a portion of Dobbs Road between Corinth Parkway to South Shady Shores Road for an engineering design project in the Cities of Corinth, Lake Dallas, Shady Shores and unincorporated Denton County.

SCOPE OF SERVICES

1. Surveyor shall research public records to confirm current names and addresses of all property owners for the adjacent tracts within the project limits. The Surveyor shall obtain copies of all adjacent tract recorded deeds and current subdivision plats within the project limits. Informational Title Reports will be obtained from a vendor of Baseline's choice for all unplatted properties. No additional title information will be obtained for platted properties.
2. Surveyor shall prepare right-of-entry letters and mail by Certified Mail, Return Receipt requested for all tracts identified within the project limits that by necessity will be entered upon in the course of this survey. The Surveyor shall coordinate the data to ensure that no private property shall be entered where right-of-entry has not been obtained.
3. Surveyor shall verify all existing project control provided by upon the commencement of the project (city benchmarks for horizontal and vertical control).
4. Surveyor shall create a Right of Way Map for the Project by evaluation by the Project RPLS of the recovered survey monuments found on the existing ROW lines, adjoining property corners, and rear property corners where right of entry has been granted with record information. Deliverable shall consist of an AutoCAD Civil 3D file with line work and a points file in either .txt or .csv format. A signed and sealed survey will be provided to the client.
5. Surveyor shall perform a topographic survey of drainage system improvements within the project area including cross culverts, storm sewer, inlets, driveway culverts and roadside ditches. Survey to also include edge of roadway limits at distances to be determined in the field by the Surveyor and at all changes in alignment to establish, in conjunction with the aerial photos (described below), the alignment of the existing roadway within the existing right-of-way for purposes of future project analysis. Deliverable shall consist of an AutoCAD Civil 3D file with line work and a points file in either .txt or .csv format.
6. Surveyor shall supply aerial photos with 0.5 ft resolution as .tif files for the project area.

FEEES

1.	\$1,940
2.	\$1,575
3.	\$3,540
4.	\$13,250
5.	\$4,860
6.	\$450

Subtotal: \$25,615	(Baseline Corporation, a subsidiary of Binkley & Barfield, Inc.)
Subtotal: \$8,000	(Binkley & Barfield, Inc.) (Coordination, CAD, Preparation of Exhibit, & Plots)
Total: \$33,615	

**PROFESSIONAL SERVICES AGREEMENT
(Dobbs Road Right-of-Way Surveys)**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is made as of the Effective Date by and between the **City of Lake Dallas** ("**Lake Dallas**"), a Texas home rule municipality, and **Binkley & Barfield, Inc.** ("**Consultant**"), a corporation. Lake Dallas and Consultant are hereafter collectively referred to as "the Parties" or separately as "Party".

RECITALS

WHEREAS, Lake Dallas, along with the City of Corinth, and the Town of Shady Shores (collectively, the "Cities"), desires to reconstruct and improve a segment of Dobbs Road located within the corporate limits of the Cities and an unincorporated area of Denton County, Texas ("the Project"); and

WHEREAS, pursuant to an agreement among the Cities, Lake Dallas has agreed to seek and obtain professional surveying services relating to the Project on behalf of the City; and

WHEREAS, Lake Dallas desires Consultant to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, Consultant has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, Lake Dallas and Consultant agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by Lake Dallas, Consultant agrees to provide to Lake Dallas the necessary professional land surveying and related services related to obtaining real property surveys of various properties adjacent ("Project") as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the date it is signed by representatives of all of the Parties (the "Effective Date") and shall continue until Consultant completes the services required herein to the reasonable satisfaction of Lake Dallas, unless sooner terminated as provided in Section 8, below.

Section 3. Consultant's Obligations

A. Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should Lake Dallas require additional services not included under this Agreement, Consultant shall make reasonable effort to provide such

additional services in accordance with an additional fee to be negotiated and within the time schedule prescribed by Lake Dallas; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of Lake Dallas. The cost of such personnel and assistance shall be a reimbursable expense to Consultant only if authorized in writing in advance by Lake Dallas.

C. Consultant shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. Lake Dallas agrees to pay Consultant for all services authorized in writing and properly performed by Consultant in accordance with the Payment Schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to Consultant by Lake Dallas shall be based on invoices submitted by Consultant for work performed monthly by Lake Dallas, less any previous payments, and shall be paid not later than thirty (30) days of receipt of invoice by Lake Dallas.

B. Lake Dallas reserves the right to delay, without penalty, any partial payment when, in the opinion of Lake Dallas, Consultant has not made satisfactory progress on the design of this Project based on the Scope of Services.

C. The Total Surveying Fee shall not exceed **\$33,615.00**. Lake Dallas may deduct from any amounts due or to become due to Consultant any sum or sums owing by Consultant to Lake Dallas. In the event of any breach by Consultant of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against one or more of the Cities, or the premises of one or more of the Cities, arising out of Consultant's performance of this Agreement, Lake Dallas shall have the right to retain out of any payments due or to become due to Consultant an amount sufficient to completely protect any or all of the Cities from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Consultant.

Section 5. Responsibilities

A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all survey plats and property descriptions furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in survey plats or property descriptions.

B. Neither Lake Dallas's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any

rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Lake Dallas in accordance with applicable law for all damages to Lake Dallas caused by Consultant's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of Lake Dallas under this Agreement are as provided by law.

Section 6. Time For Performance

A. Consultant shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with Lake Dallas's requirements.

B. In the event Consultant's performance of this Agreement is delayed or interfered with by acts of the Lake Dallas or others, Consultant may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Consultant, unless Consultant shall have made written request upon Lake Dallas for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless Lake Dallas and Consultant have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

All surveys, drawings, and other documents, including those in electronic form, prepared by Consultant and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of the Cities. Consultant and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by Lake Dallas as required by this Agreement, the Cities shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by Consultant) in and to all Project Documents, whether in draft form or final form, which are produced at Lake Dallas's request and in furtherance of this Agreement. The Cities shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Consultant in connection with this Agreement are "works for hire" and shall be the property of the Cities upon payment of Consultant as provided in this Agreement.

Section 8. Termination

A. Lake Dallas may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Consultant. In the event suspension or termination is without cause, payment to Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Lake Dallas to be satisfactorily

performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Lake Dallas.

B. Should Lake Dallas require a modification of this Agreement with Consultant, and in the event Lake Dallas and Consultant fail to agree upon a modification to this Agreement, Lake Dallas shall have the option of terminating this Agreement and Consultant's services hereunder at no additional cost other than the payment to Consultant, in accordance with the terms of this Agreement, for the services reasonably determined by Lake Dallas to be properly performed by Consultant prior to such termination date.

Section 9. Insurance

A. Consultant shall during the term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Consultant's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Consultant's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

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B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name the Cities, their officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to the Lake Dallas for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against the Cities for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to Lake Dallas prior to commencement of services.

Section 10. Indemnification.

The Cities shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of Consultant pursuant to this Agreement. Consultant hereby waives all claims against the Cities, their officers, agents and employees (collectively referred to in this section as “City Indemnitees”) for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of the City Indemnitees. Consultant agrees to indemnify and save harmless the City Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys’ fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of Consultant, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of a City Indemnitee, in whole or in part, in which case Consultant shall indemnify the City Indemnitee only to the extent or proportion of negligence attributed to Consultant, its officers, agents, or employees as determined by a court or other forum of competent jurisdiction). Consultant’s obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Consultant under this Agreement. This provision shall survive the termination of this Agreement.

Section 11. Assignment

Consultant shall not assign this Agreement, or any part thereof, without the prior written consent of Lake Dallas.

Section 12. Applicable Laws

Consultant shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 13. Default of Consultant

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by Lake

Dallas to Consultant, Lake Dallas may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by Lake Dallas to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by Lake Dallas at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, Lake Dallas may proceed to complete the services in any manner deemed proper by Lake Dallas, either by the use of its own forces or by resubletting to others.

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This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 16. Severability.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 17. Independent Contractor.

It is understood and agreed by and between the Parties that Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the Cities assume no responsibility or liabilities to any third party in connection with Consultant's actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of any one or more of the Cities. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

Section 23. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 24. Prohibition of Boycott of Israel

Consultant verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Agreement. This section does not apply if Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature page to follow)

AGREED AND SIGNED 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

AGREED AND SIGNED this ____ day of _____, 2020.

BINKLEY & BARFIELD, INC.

By: _____

Name: _____

Title: _____

EXHIBIT "A"
SCOPE OF SERVICES

Prepared by Binkley & Barfield, Inc.

August 11, 2020

**DOBBS ROAD RIGHT-OF-WAY SURVEY
(CORINTH PARKWAY TO S. SHADY SHORES ROAD)
Scope of Services and Fee Proposal**

PROJECT OVERVIEW

Right of Way Survey for a portion of Dobbs Road between Corinth Parkway to South Shady Shores Road for an engineering design project in the Cities of Corinth, Lake Dallas, Shady Shores and unincorporated Denton County.

SCOPE OF SERVICES

1. Surveyor shall research public records to confirm current names and addresses of all property owners for the adjacent tracts within the project limits. The Surveyor shall obtain copies of all adjacent tract recorded deeds and current subdivision plats within the project limits. Informational Title Reports will be obtained from a vendor of Baseline's choice for all unplatted properties. No additional title information will be obtained for platted properties.
2. Surveyor shall prepare right-of-entry letters and mail by Certified Mail, Return Receipt requested for all tracts identified within the project limits that by necessity will be entered upon in the course of this survey. The Surveyor shall coordinate the data to ensure that no private property shall be entered where right-of-entry has not been obtained.
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6. Surveyor shall supply aerial photos with 0.5 ft resolution as .tif files for the project area.

FEEES

1.	\$1,940
2.	\$1,575
3.	\$3,540
4.	\$13,250
5.	\$4,860
6.	\$450

Subtotal: \$25,615	(Baseline Corporation, a subsidiary of Binkley & Barfield, Inc.)
Subtotal: \$8,000	(Binkley & Barfield, Inc.) (Coordination, CAD, Preparation of Exhibit, & Plots)
Total: \$33,615	

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Notice of Intent
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
Finance Review: Yes **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development

AGENDA ITEM

Consider adoption of a resolution directing publication of notice of intention to issue certificates of obligation to provide funds for street improvements, municipal drainage improvements, and water and sewer improvements; and resolving other matters relating to the subject.

AGENDA ITEM SUMMARY/BACKGROUND

This provides the Notice of Intention to Issue City of Corinth Certificates of Obligation, Series 2020, as required by state law. To issue the certificates for the Capital Improvement Program for the current fiscal year, the City Council must adopt the attached "Intent to Sell" resolution at least 30 days prior to the sale. The notice will be published on September 4 and September 11, 2020. The certificates are being sold for an amount not to exceed \$9.7 million in bond proceeds for 1) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage and including acquiring land and interests in land therefor; 2) constructing and equipping municipal drainage improvements, including flood control and flood mitigation improvements and acquiring land therefor; 3) constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system; and 4) paying legal, fiscal, engineering and architectural fees in connection with these projects.

The projects include: Lake Sharon Extension/Wetlands Drainage (\$1,900,000), North Corinth Street (3,220,000), NCTC Way (2,500,000), Main Street (\$2,212,000), Agora Way (\$750,000), Lynchburg Drainage (\$2,000,000).

The timeline for the issue is:

September 3, 2020	Council adopts "Intent to Sell" resolution
September 4, 2020	1st Notice of Intent Published
September 11, 2020	2nd Notice of Intent Published
September 21-25, 2020	Rating Conference Call/Meetings
October 9, 2020	Receive Ratings & Insurance Bids
October 22, 2020	Receive Pricing
October 22, 2020	Council Passes Ordinance Authorizing Issuance of Certificate of Obligation's
November 19, 2020	Certificate Closing & Delivery of Funds to the City

RECOMMENDATION

Move approval of the resolution directing publication of notice of intention to issue certificates of obligation to provide funds for street improvements, municipal drainage improvements, and water and sewer improvements; and resolving other matters relating to the subject.

Attachments

Intent to Sell Resolution

RESOLUTION NO. _____

**RESOLUTION DIRECTING PUBLICATION OF NOTICE
OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION**

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Corinth, Texas, as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto as Exhibit A is a form of the Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.

Section 3. The City Secretary shall cause said notice to be posted in substantially the form attached hereto, on the City's internet website for at least 45 days before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.

Section 4. That all costs to be reimbursed pursuant to this Resolution will be preliminary expenditures or capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the original expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 5. The City Council hereby authorizes and directs the Mayor, City Manager, City Secretary, Director of Finance and all other officers, employees and agents of the City, in consultation with the City Attorney, if necessary, to do and perform all such acts and to execute, acknowledge and deliver in the name and on behalf of the City such documents, agreements, certificates and other instruments, whether or not mentioned in this Resolution, as may be necessary or desirable in order to carry out the terms, provisions and actions provided for in this Resolution and in connection with the issuance of the Certificates of Obligation

Section 6. This Resolution shall become effective immediately upon adoption.

(Execution page follows.)

PASSED, APPROVED AND EFFECTIVE _____.

ATTEST:

Mayor

City Secretary

[CITY SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Corinth, Texas, at its meeting to commence at 7:00 P.M. on October 22, 2020, at its regular meeting place in the City Hall, 3300 Corinth Parkway, Corinth, Texas, or telephonically at the dial-in number and access code published on the City's website in the event such meeting may not be held in person, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$9,700,000, for paying all or a portion of the City's contractual obligations incurred in connection with:

- (i) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage and including acquiring land and interests in land therefor;
- (ii) constructing and equipping municipal drainage improvements, including flood control and flood mitigation improvements and acquiring land therefor;
- (iii) constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system; and
- (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects.

The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from a limited pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271 ("Chapter 271").

In accordance with the provisions of Chapter 271, the following information has been provided by the City:

- (a) The principal amount of all outstanding debt obligations of the City is \$46,250,000;
- (b) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$61,706,712;
- (c) The maximum principal amount of the certificates of obligation to be authorized is \$9,700,000;
- (d) The estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$12,304,669;
- (e) The estimated interest rate for the certificates of obligation to be authorized is 4.00%; and
- (f) The maximum maturity date of the certificates of obligation to be authorized is February 15, 2040.

The City has not designated any of its outstanding debt as self-supporting for purposes of Chapter 271.

CITY OF CORINTH, TEXAS

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: City Marshal
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review:
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government
Organizational Development

Legal Review:

AGENDA ITEM

Consider and act on an ordinance of the City of Corinth, Texas amending Chapter 35, "Municipal Court of Record", of Title III, "Administration", of the Code of Ordinances of the City of Corinth to add a new section, Section 35.09 to be entitled, "Office of City Marshal", to create the office of City Marshal; providing for the incorporation of premises; providing for an amendment; providing a cumulative repealed clause; providing a severability clause.

AGENDA ITEM SUMMARY/BACKGROUND

This ordinance will create the City Marshal's office that will be responsible for carrying the commission of all Marshals and Deputy Marshals through the Texas Commission on Law Enforcement Officer Standards and Education, or any successor agency of the State of Texas. The City Marshal is not a member of the Police Department; therefore, the creation of the Office of City Marshal is necessary to legally have two separate and distinct law enforcement agencies within the City of Corinth. The City Marshal, or future deputies must meet all qualifications necessary to be certified as peace officers by the State of Texas.

The city marshal, or deputies, acting under the direction of the city manager or his designee, shall perform the following duties:

1. Execute warrants of arrest, subpoenas, summons, and other legal process issued by a judge of the municipal court;
2. Execute other warrants of arrest, subpoenas, summons, and other legal process as determined by the municipal court clerk;
3. Serve as bailiff of the municipal court when necessary; and
4. Perform such other duties as may be in the authority of certified peace officers or as may be determined by the city manager or his designee.

RECOMMENDATION

Staff recommends the creation of the Office of the City Marshal effective September 7, 2020.

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 35, “MUNICIPAL COURT OF RECORD”, OF TITLE III, “ADMINISTRATION”, OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH TO ADD A NEW SECTION, SECTION 35.09 TO BE ENTITLED, "OFFICE OF CITY MARSHAL", TO CREATE THE OFFICE OF CITY MARSHAL; 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 its Charter and the laws of the state of Texas; and

WHEREAS, the City is authorized to adopt regulations for the peace and welfare of the City and the order and security of its residents; and

WHEREAS, the City desires to establish an Office of City Marshal; and

WHEREAS, the Office of City Marshal shall serve in the Corinth Municipal Court; and

WHEREAS, the Office of City Marshal and the Corinth Police Department shall be separate and distinct law enforcement agencies; and

WHEREAS, the City Council finds that the creation of the Office of the City Marshal will reasonably promote the health, safety, and welfare of the public.

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 35, “Municipal Court of Record”, of Title III, “Administration” of the Code of Ordinances of the City of Corinth, Texas is hereby amended to add a new section, Section 35.09 to be entitled, “Office of City Marshal”, to be and read in its entirety as follows, and all other subparagraphs and subsections of Chapter 35 not specifically amended hereby shall remain in full force and effect without amendment:

“§ 35.09 – OFFICE OF CITY MARSHAL.

(A) There is hereby created the office of city marshal, to be filled by qualified persons, appointed by the city manager or his designee. The city marshal and all persons serving in the capacity

as city marshal or deputies thereof shall meet all qualifications necessary to be certified as peace officers by the State of Texas.

- (B) The office of the city marshal, acting under the direction of the city manager or his designee, shall perform the following duties:
- (1) Execute warrants of arrest, subpoenas, summons, and other legal process issued by a judge of the municipal court;
 - (2) Execute other warrants of arrest, subpoenas, summons, and other legal process as determined by the municipal court clerk;
 - (3) Serve as bailiff of the municipal court when necessary; and
 - (4) Perform such other duties as may be in the authority of certified peace officers or as may be determined by the city manager or his designee.
- (C) The city marshal and deputies shall serve as peace officers of the city and have full police authority in the exercise of their assigned duties.
- (D) The office of city marshal is not a part of the police department of the city; however, the city marshal and deputies are eligible for membership in the Texas Municipal Retirement System. The office of city marshal shall be responsible for carrying the commission of all marshals and deputies through the Texas Commission on Law Enforcement Officer Standards and Education, or any successor agency of the State of Texas.
- (E) The city marshal and deputies shall be required to take an oath of office before entering upon the discharge of duties, the oath shall be subscribed by the person taking it and shall be filed and preserved in the office of the city secretary."

SECTION 3 **CUMULATIVE REPEALER**

That all provisions of the ordinances of the City of Corinth in conflict with the provisions of this ordinance be and the same are hereby repealed and any provisions not so in conflict shall remain in force and effect.

SECTION 4 **SEVERABILITY**

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5 **EFFECTIVE DATE**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
CORINTH, TEXAS, this ___ day of August, 2020.**

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, Interim City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia A. Adams, City Attorney

City Council Regular and Workshop Session

Meeting Date: 09/03/2020
Title: Vote for TML Intergovernmental Risk Pool Board of Trustees
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 casting of votes for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees.

AGENDA ITEM SUMMARY/BACKGROUND

The city purchases its liability insurance through the Texas Municipal League Intergovernmental Risk Pool. The pool is essentially a self funded risk pool shared by cities throughout the state. The pool is governed by a board of trustees. Each city is allowed one vote by place for the election of trustees. Four trustee positions are open for election this year.

RECOMMENDATION

Place 1 - Robert Herrera
Place 2 - John Fullen
Place 3 - Jeffery Snyder
Place 4 - Sean Overeynder

Attachments

TML Risk Pool Ballot

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 1 – 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2020. Ballots received after September 30, 2020, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to:**

**Trustee Election
David Reagan, Secretary of the Board
P.O. Box 149194
Austin, Texas 78714-9194**

If the ballot is not signed, it will not be counted.

PLACE 1

- Robert T. Herrera** (Incumbent). City Manager, City of Cibolo (Region 7) since 2012. Mr. Herrera served as City Manager of Hondo, Texas from 2003 to 2012 and as City Manager of La Porte from 1986 to 2002. He has served other Texas cities, including management positions with the cities of San Marcos, Missouri City, and Woodway. Mr. Herrera has been a Board member of the TML Intergovernmental Risk Pool since 1993 and has served as Chair and Vice Chair of the Board. He also served as Chair of the Finance-Information Technology Committee and the Underwriting-Claims Committee of the TML Intergovernmental Risk Pool.

WRITE IN CANDIDATE:

PLACE 2

- Chris Armacost.** City Commissioner for the City of Hitchcock (Region 14). Mr. Armacost is Director of Technology, Transportation, Facilities, and Operations for the Hitchcock Independent School District. He serves on the Hitchcock Education Foundation and Hitchcock Chamber of Commerce. He is the president of the Hitchcock Little League Baseball Association and coached several teams. Mr. Armacort has been awarded the Hitchcock Chamber President Award and the Above and Beyond Citizen Award from the Hitchcock ISD. He has obtained a Certified Municipal Official certification from TML.

- John W. (Buzz) Fullen** (Incumbent). Mayor of the City of Henderson since 2019 and from 2004 to 2012 (Region 15). Mr. Fullen also served as a Commissioner of the Henderson Housing Authority from 2011 to 2019 and is now ex-officio on same. He currently serves on the Henderson Main Street Board (2004–present), Henderson Civic Center Board (2003–present), and the Henderson ETMC Hospital Diabetes Board (2009–present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010, during which time he served as Chair (2018-2020) and Vice Chair (2016-2018).

WRITE IN CANDIDATE:

PLACE 3

- George Hyde.** City Attorney for the City of Watuaga (Region 8). Mr. Hyde is a partner in the law firm Russell Rodriquez Hyde Bullock, LLP, located in Georgetown. He is a member of and holds Merit Certification in Municipal Law from the Texas City Attorneys Association. He has served as City Attorney for ten other cities across Texas, since 2003. He has also served local governments in various public safety positions within Fire Departments, Parks Departments, and Police Departments. During his tenure as a peace officer, Mr. Hyde received the Texas Commission on Law Enforcement Educational Achievement Award for exceeding normal expectations in job performance.

- Roy E. Maynor.** City Alderman, Position 3, for the City of West Columbia (Region 14). He has been an elected official of West Columbia since 2013. Mr. Maynor is a Life Safety Systems Specialist for Vallen Safety Services and a member of Gulf Coast Christian Church. He is also part-owner of Grit Fitness in West Columbia. He and his wife, Rachel, have two children.

- Jeffrey Snyder (Incumbent).** City Manager for the City of Plainview (Region 2). He previously served as the Assistant City Manager for Plainview and as the City Manager for Idalou. Mr. Snyder graduated from West Texas A&M University and obtained a Master of Public Administration from Texas Tech University. He is a member of the International City Management Association (ICMA) and TCMA. He is a graduate of the Public Executive Institute through the University of Texas and is a credentialed manager through ICMA. He has been a Board member of the TML Intergovernmental Risk Pool since 2018 and served on various committees with TML, TCMA and ICMA and as past president of the Panhandle City Management Association.

WRITE IN CANDIDATE:

PLACE 4

- Robert S. Hauck** (Incumbent). City Manager for the City of Tomball (Region 14), a position he has held since April 2018. He began his full-time career in public service with the Los Angeles Police Department in 1988. In 2008, Mr. Hauck retired from the LAPD and joined the City of Tomball, where he has served as Chief of Police, Assistant City Manager, and now City Manager. Mr. Hauck holds a Bachelor of Arts degree in Business Administration, and a Master of Science degree in Management. He has been a Board member of the TML Intergovernmental Risk Pool since 2019. Mr. Hauck and his wife Kathleen have three children – Lauren, Conner, and Madeline.

- Dave Martin**. City Councilmember and current Mayor Pro Tem for the City of Houston (Region 14). Mr. Martin serves as Chair of the City Council Budget and Fiscal Affairs Committee. He previously served on the Humble ISD Board of Trustees and as Secretary/Treasurer of the Board of Directors for the Harris County Houston Sports Authority. Mr. Martin is a Managing Director of Marsh & McLennan Companies, Inc., the largest Global Risk Management firm. Previously he worked for two “Big Four” accounting firms, PricewaterhouseCoopers, LLP and Ernst & Young, LLP.

- Kimberly Meisner**. Executive Director for General Operations for Kerrville (Region 7), overseeing Human Resources, Municipal Court, Public Library, Public Information, the Senior Services Advisory Committee, and the Kerrville Area Youth Leadership Academy. Ms. Meisner has over 23 years of public service, which includes serving Kerrville and La Porte. She is a member of the TCMA, International Public Management Association for Human Resources (IPMA-HR), Society for Human Resource Management (SHRM), and is a former President of the Bay Area Human Resource Management Association. She has a Master’s degree in Public Administration and is an IPMA-HR Senior Certified Professional and a SHRM Certified Professional.

- Sean Overeynder**. City Manager for the City of Lamesa, Texas (Region 3). Sean Overeynder began his career in local government administration in August 2014 in Economic Development, working for various public and private organizations. He has held the position of City Manager for the City of Lamesa since March 2020. Prior to becoming the City Manager, he was appointed as the Economic Development Director for the City of Lamesa on August 27, 2018.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2020.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity

City Council Regular and Workshop Session

Meeting Date: 09/03/2020

Title: Approve Crime Control & Prevention District Budget

Submitted For: Jerry Garner, Police Chief

Submitted By: Lee Ann Bunselmeyer,
Director

Finance Review: N/A

Legal Review: Yes

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the fiscal year 2020-2021 Proposed Budget for the City of Corinth Crime Control and Prevention District.

AGENDA ITEM SUMMARY/BACKGROUND

The Texas Local Government Code Sections 363.204 and 363.205 prescribe procedures for adoption of the crime control budget. Texas Local Government Code 363.204(f) permits the Board to develop and adopt procedures for adopting a budget different from the procedures as outlined in the statute. In 2009, the Board adopted an order establishing the following procedures.

- a) Board shall hold a public hearing on the proposed budget for the District. Any resident of the district is entitled to be present and participate in the hearing.
- b) Board shall publish a notice of the public hearing in a newspaper with general circulation in the district not later than the fifth (5th) day before the date of the hearing.
- c) The proposed budget shall be made available in the Office of the City Secretary for public inspection at least five (5) days prior to the public hearing
- d) After the public hearing, the Board may make any changes in the proposed budget that in its judgment, is in the interest of the taxpayers of the District. The Board may adopt the budget immediately following the public hearing or at any time within ten (10) days following the public hearing.
- e) The Secretary of the Board shall submit the adopted budget to the City Council of the City of Corinth not later than the 10th day after the date the budget is adopted.

Expenditures for the proposed 2020-2021 budget total \$300,199 and include wages and benefits for two (2) sworn police officer positions (\$194,529), replacement of body cameras/system server (\$81,000), and shields/entry tools (\$24,670).

The ending fund balance is estimated at \$609,493 for the 2020-2021 fiscal year.

RECOMMENDATION

Staff recommends approval of the FY 2020-2021 Crime Control and Prevention Annual Budget.

Attachments

Proposed Budget

SALES TAX FUND - CRIME CONTROL & PREVENTION

The Corinth Police Department is committed to excellence in service through innovative and progressive policing methods. We value the trust of our citizens and are committed to carrying out our duties with honor, integrity and pride. Through partnerships and collaborative efforts we will strive to enhance the safety and security in our community.

Accomplishments for FY2019-20

- √ Support the Police Enterprise Fleet Program.
- √ Review and Revise recruitment and selection process to secure additional police personnel.

Goals & Objectives for FY2020-21

- √ Support the Police Enterprise Fleet Program.
- √ Replace the Police Department WatchGuard Server and aging bodycams.
- √ Purchase shields and breaching tools to outfit all police patrol units.

Awards & Accolades



CRIME CONTROL & PREVENTION (2203)

DESCRIPTION

The Corinth Crime Control & Prevention tax is a special tax levied for crime control and prevention that allows the City to provide the citizens with professional and efficient police services. The Crime Control & Prevention District Fund was established on January 1, 2005. A special election was held on September 11, 2004 for the purpose of adopting a .25% local sales and use tax for crime control & prevention. An election on May 2019 reauthorized the dedicated sales tax for another ten years.

RESOURCE SUMMARY	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	2020-21 BUDGET
Sales Tax	\$ 378,037	\$ 389,520	\$ 371,991	\$ 371,991
Investment Income	-	-	-	-
Interest Income	4,956	2,000	5,000	4,500
Miscellaneous	-	-	-	-
Gain on Sales	42,440	-	-	-
Transfers	-	-	-	-
TOTAL REVENUES	425,433	\$ 391,520	\$ 376,991	\$ 376,491
Use of Fund Balance	-	-	-	-
TOTAL RESOURCES	\$ 425,433	\$ 391,520	\$ 376,991	\$ 376,491

EXPENDITURE SUMMARY	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	2020-21 BUDGET
Wages & Benefits	\$ 166,449	\$ 173,242	\$ 172,810	\$ 194,529
Professional Fees	-	-	-	-
Maintenance & Operations	4,220	6,470	6,470	-
Supplies	-	-	-	24,670
Capital Outlay	-	-	-	81,000
Capital Lease	175,385	197,516	197,000	-
Transfers	-	-	-	-
TOTAL EXPENDITURES	\$ 346,054	\$ 377,228	\$ 376,280	\$ 300,199

PROJECTED FUND BALANCE REVIEW	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	2020-21 BUDGET
Beginning Fund Balance	\$ 453,111	\$ 532,490	\$ 532,490	\$ 533,201
Net Income	79,379	14,292	711	76,292
ENDING FUND BALANCE	532,490	\$ 546,782	\$ 533,201	\$ 609,493

PERSONNEL Full-Time Equivalents	2018-19 ACTUAL	2019-20 BUDGET	2019-20 ESTIMATE	2020-21 BUDGET
Sworn/Civil Service	2.00	2.00	2.00	2.00
TOTAL	2.00	2.00	2.00	2.00

NEW PROGRAM FUNDING

Replacement of body cameras and system server -\$81,000; shields/entry tools -\$24,670.