



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, September 16, 2021 at 5:45 PM

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.

A. NOTICE IS HEREBY GIVEN of a Workshop and Regular Session of the Corinth City Council.

B. CALL TO ORDER

C. WORKSHOP AGENDA

1. Consider and provide staff direction to code enforcement strategies with regard to code related issues, including single family rental inspections, outdoor storage units, and animal control.
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.

D. ADJOURN WORKSHOP

E. 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. After discussion of any matters in closed session, any final action or vote taken will be 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.

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 conflict with Chapter 551.

a. C&JJ Investments, LLC v. City of Corinth, Cause No. 21-5053-431, (431st Judicial District, Denton County, Texas).

b. The City of Corinth v. Ken Paxton, Attorney General, State of Texas, No. D-1-GN-21-003267 (419th Dist. Ct., Travis County, Tex.).

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 project.

a. Project Agora.

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

G. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

H. PROCLAMATIONS AND PRESENTATIONS

- [1.](#) Recognize the 2021 Board Member of the Year.
- [2.](#) Recognize the 2021 Ambassador of the Year.

I. CITIZENS COMMENTS

Please limit your comments to three 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. Council is prohibited from acting on or discussing items brought before them at this time.

J. CONSENT AGENDA

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

- [3.](#) Consider and act on minutes from September 2, 2021.
- [4.](#) Consider and act on a Resolution approving a Second Amended and Restated Chapter 380 Economic Development Agreement between the City of Corinth, Texas, the Corinth Economic Development Corporation and 6Q Hospitality, L.L.C. in connection with the construction and operation of a hotel and conference center in the City of Corinth that among other things, clarifies the performance obligations of the parties and extends the dates for meeting certain performance requirements.

K. PUBLIC HEARING

- [5.](#) Hold a public hearing to receive community input on the FY 2021-2022 Annual Program of Services.
- [6.](#) Hold a public hearing on a proposal to consider a tax rate, which will exceed the No New Revenue Tax Rate and will increase total tax revenues from properties on the tax roll in the preceding tax year.

L. BUSINESS AGENDA

- [7.](#) Consider and act on an Ordinance adopting a Budget and the first year of the Capital Improvement Plan and appropriating resources for the budget year beginning October 1, 2021 and ending September 30, 2022 for the City of Corinth; and providing an effective date.
- [8.](#) Consider and act on an Ordinance levying and adopting the tax rate for the 2021-2022 Fiscal Year.
- [9.](#) Consider and act on an Ordinance approving the 2021 Tax Roll and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2021 and ending September 30, 2022.
- [10.](#) Consider vote to ratify the property tax increase reflected in the city's annual budget for FY2021-2022.
- [11.](#) Consider and act upon an Alternative Compliance Application for Tree Preservation for a Single-Family Residential Lot on ±.46 acres, located at 2201 Pinnell Court in The Bluffs at Pinnell Pointe Subdivision. (AC21-0013)

- [12.](#) Consider approval of a contract with Brightview Landscape for FY 2021-2022 mowing and treatment of the Community Park, non-athletic field areas, with an amount not to exceed \$72,500, and authorize the City Manager the execute the necessary documents.
- [13.](#) Consider approval of a contract with GRod Construction LLC, for FY 2021-2022 street maintenance, with an amount not to exceed \$474,000, and authorize the City Manager the execute the necessary documents.
- [14.](#) Consider entering into a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Water, Wastewater and Roadway Master Plan & Impact Fee Update in an amount not to exceed \$241,000 and authorize the City Manager to execute any necessary documents.
- [15.](#) Consider and act on a Resolution approving a compensation plan for employees, adopting pay schedules for General Government, Police, and Fire employees; and providing for an effective date.
- [16.](#) Consider and act on nominations, appointments, resignations, and removal of board and commission members.

M. 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.

N. ADJOURN

Posted on this 10th day of September 2021, at 11:30 A.M., on the bulletin board at Corinth City Hall.



Lana Wylie, City Secretary
City of Corinth, Texas

CITY OF CORINTH
Staff Report



Meeting Date:	9/16/2021	Title: Workshop Code Enforcement Strategies
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Consider and provide staff direction to code enforcement strategies with regard to code related issues, including single family rental inspections, outdoor storage units, and animal control.

Item Summary/Background/Prior Action

Single Family Residential Rental (SFRR) Ordinance - Many cities in the DFW area have SFRR ordinances in place to augment code enforcement and maintain properties in alignment with adopted property maintenance codes. These programs have demonstrated success in diminishing violations through education and protecting ownership by minimizing disputes over property conditions.

Temporary Outdoor Portable Storage units and Receptacles

Currently, the city does not have an ordinance that addresses portable outdoor storage units and receptacle’s specifically, time, location, and use. While it is not currently a nuisance, code enforcement has seen an increase in the uses and is requesting the proper regulations to avoid future issues.

Proposed updates on Animal Control Ordinances

Code Enforcement is requesting an update to the current ordinance that addresses the number of animals allowed on a property and the proper constraints or containment of those animals. Currently, State law is enforced however, code enforcement is requesting consideration to more slightly more restrictive over identified concerns.

Code Enforcement Discussion on Proposed Ordinance Changes: As the city continues to grow it is periodically subject to conditions that need addressed to lower the impacts on code enforcement staff.

Staff Recommendation/Motion – N/A

CITY OF CORINTH
Staff Report

Meeting Date:	9/16/2021	Title: Award Board Member of the Year
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	
	<u>N/A</u>	

Item/Caption

Recognize the 2021 Board Member of the Year.

Item Summary/Background/Prior Action

The Board Member of the Year Award was created in 2020 to recognize Corinth Board and Committee members whose dedication and ethical service have made a positive impact on the community.

The award honors individuals who have gone beyond the basic requirements of governance and serve as models for other individuals in the community to emulate. After a year of unprecedented challenges, the Award seeks to recognize the board member that made a positive impact serving all of the city stakeholders— employees, customers, civic organizations and residents.

The 2021 Board Member of Year, Grady Ray, serves as President of the Economic Development Corporation and is actively involved in the Lake Cities Chamber of Commerce and Denton/Lake Cities Rotary Club.

Staff Recommendation/Motion

N/A

CITY OF CORINTH
Staff Report

Meeting Date:	9/16/2021	Title: Award Ambassador of the Year
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Recognize the 2021 Ambassador of the Year.

Item Summary/Background/Prior Action

The Ambassador of the Year Award was created in 2021 to recognize members of the City’s Ambassador Program that positively represent the City by generating awareness through word-of mouth marketing, being a leader in the Corinth community and providing feedback and insight on the City’s communication efforts.

The 2021 Ambassador of Year, Lillian McBeth, has served as an ambassador since the program’s inception in 2019.

Staff Recommendation/Motion

N/A

**CITY OF CORINTH
Staff Report**

Meeting Date:	9/16/2021	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Consider and act on minutes from September 2, 2021.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUYRD

Thursday, September 02, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 2nd day of September 2021, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Scott Garber, Council Member
- Steve Holzwarth, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

Staff Members Present:

- Bob Hart, City Manager
- Lana Wylie, City Secretary
- Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
- Chris Rodriguez, Assistant Finance Director
- Glenn Barker, Public Works Director
- Elise Back, Economic Development Director
- George Marshall, City Engineer
- James Trussell, Multi-Media Video Production Intern
- Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the meeting to order at 5:45 P.M.

WORKSHOP AGENDA

1. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2022 Annual Program of Services and Capital Improvement Program.

The item was presented and discussed.

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

This item was not discussed and will appear on a future workshop agenda.

3. Hold a discussion and provide staff direction on Covid-19 Delta Variant/Masks.

The item was presented and discussed.

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

Mayor Pro Tem Burke inquired about Item 5.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:20P.M. and immediately convened into Closed Session.

CLOSED SESSION

The City Council will convene in such executive or closed session to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code. After discussion of any matters in closed session, any final action or vote taken will be 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.

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 conflict with Chapter 551.

- a. Martinez v. City of Corinth Police Department, et al, Case 4:21-cv-00146-ALM (U.S. District Court - Eastern District).
- b. C&JJ Investments, LLC v. City of Corinth, Cause No. 21-5053-431, (431st Judicial District, Denton County, Texas).

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 project.

- a. Project Agora.

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

Mayor Heidemann recessed the Closed Session at 6:57 P.M. and reconvened into the Workshop Session. He adjourned the Workshop Session at 6:58 P.M.

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

Mayor Heidemann called the meeting to order at 7:04 P.M.

PROCLAMATIONS AND PRESENTATIONS

- 1. Live United Month, September 2021 – United Way of Denton County.

Mayor Heidemann read and presented the Proclamation to United Way staff member Shanan Spencer and Board Member Pat Sherman for Live United Month.

CITIZENS COMMENTS

Please limit your comments to three 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. Council is prohibited from acting on or discussing items brought before them at this time.

No comments were made.

CONSENT AGENDA

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

- 2. Consider and act on minutes from August 12, 2021 and August 19, 2021.

Motion made by Henderson to approve as presented, Seconded by Burke to approve as presented.
Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

PUBLIC HEARING

- 3. Conduct a Public Hearing, consider testimony and take appropriate action on Ordinance amending various subsections of Section 3, "Subdivision Regulations" of the City's Unified Development Code to provide for the dedication of street lighting systems to the City upon final acceptance of public improvements.

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 7:15 P.M. and closed it at 7:15 P.M. No comments were made.

Motion made by Burke to approve the ordinance as presented. Seconded by Pickens.
Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

BUSINESS AGENDA

- 4. Consider and act on a Resolution and Joint Administrative Agreement with Denton County for funding Community Development Block Grant (CDBG) Program for fiscal years 2023-2025.

Motion made by Burke to approve the resolution authorizing the inclusion of Corinth's population in the County's CDBG eligibility for an urban county. Seconded by Henderson.
Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

- 5. Consider and act on a Resolution nominating candidate(s) to the Denton Central Appraisal District Board of Directors.

Item was tabled to a future meeting.

- 6. Consider and act on reappointing Tom Winterburn to the DCTA Board of Directors.

Motion made by Burke to approve the resolution appointing Tom Winterburn to a two-year term, non-voting. Seconded by Henderson.
Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

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 Pro Tem Burke appreciated the City Manager’s recommendation of the publication and recommended another.

City Manager Hart mentioned having the October 7th meeting since staff and City Council did not sign up for the Texas Municipal League Conference.

Mayor Heidemann appreciated Lee Ann and her staff for their efforts with the Board and Commission Appreciation Dinner.

ADJOURN

Mayor Heidemann adjourned the Regular Session at 7:31 P.M.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas

equipping and maintenance of the hotel and conference center; (ii) reimbursement of hotel occupancy tax revenues for the benefit of the conference center and related purposes as authorized by Chapter 351 of the Texas Tax Code; and (iii) a reimbursement in the amount of \$150,000.00 for costs, expenses and fees incurred by 6Q Hospitality, L.L.C. for required permits, licenses and inspections. Concerning the reimbursement of sales and use tax revenues on the addition of personal property, it should be noted that such revenues are not inclusive of any revenues collected by the Texas Comptroller of Public Accounts for receipt by any present or future special tax fund (e.g., Crime Control and Prevention District and the Street Maintenance Tax Fund).

Finally, the proposed amendments and revisions clarify that the City is responsible for collecting hotel occupancy taxes as authorized by state law.

Financial Impact

The source of funding for this project will be the City and the Corinth Economic Development Corporation. The funding sources contemplated by the Agreement are as follows:

A 100 percent of reimbursement of the sales and use tax revenues generated from the purchase of personal property used in the construction, equipping and maintenance of the hotel and conference center provided by the City and the Corinth Economic Development Corporation.

A 75 percent reimbursement of the hotel occupancy tax revenues collected by the City.

A reimbursement of \$150,000.00 for permitting, licensing and inspection fees incurred by the Company in connection with the construction and operation of the hotel and conference center provided by the Corinth Economic Development Corporation.

Staff Recommendation/Motion.

If the Agreement is approved, it will advance the City's and the Corinth Economic Development Corporation's shared interests by increasing sales and use tax and property tax revenues, enhance the image of the community, create jobs and be a key anchor tenant at Millennium Place. Staff recommends approval of the Agreement as presented.

SECOND AMENDED AND RESTATED
CHAPTER 380
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Second Amended and Restated Chapter 380 Agreement (this **“SECOND AND RESTATED AGREEMENT”**) is made and entered into as of this 16th day of SEPTEMBER, 2021 (the **“EFFECTIVE DATE”**) by and between the City of Corinth, Texas a home rule municipal corporation (the **“CITY”**), the Corinth Economic Development Corporation, a non-profit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local Government Code (the **“CEDC”**) and 6Q Hospitality, L.L.C., a Texas limited liability corporation (the **“COMPANY”**). The City, the CEDC and the Company are collectively referred to as the **“PARTIES”** or individually as a **“PARTY”**. This Agreement amends, restates and supersedes the First Amended and Restated Chapter 380 Economic Development Incentive Agreement executed on the 19th day of September 2019 by and between the Parties.

RECITALS

PART 1.

The City and the CEDC seek to attract and retain a diverse range of businesses for economic stability and growth.

PART 2.

The Company agrees to construct (or to cause to be constructed) a **“LIMITED-SERVICE HOTEL”**, as defined by the City’s Unified Development Code and a conference center and related improvements, upon the property located at 6557 South Interstate 35E (the **“LAND”** as further defined below) providing a minimum of 86 guest rooms and a minimum of 2,100 square feet of conference space and other amenities

meeting the requirements of this Agreement which shall constitute the “**BUILDING IMPROYEMENTS**” (as further defined below). The Company seeks economic development incentives from the City and the CEDC to pay a portion of the costs of the construction of the Building Improvements and for continued operation and maintenance of the Limited-Service Hotel and the conference center (the “**BUSINESS**” as further defined below) on the Land.

PART 3.

The City and the CEDC seek to promote local economic development and to stimulate new business and commercial activity in the City. The construction and operation of the Business will advance the City’s and the CEDC’s interests by creating Jobs, increasing sales and property tax revenues, and enhancing the image of the City.

PART 4.

The Parties entered into the Original Chapter 380 Economic Development Incentive Agreement dated the 19th day of OCTOBER 2017 (the “**PRIOR INCENTIVE AGREEMENT**”) and the First Amended and Restated Agreement dated the 19th day of SEPTEMBER 2019 (the “**FIRST AMENDED AND RESTATED AGREEMENT**”). The Company has requested that the City and the CEDC enter into this Agreement to replace the First Amended and Restated Agreement in order to make certain amendments to more accurately reflect the rights and obligations of the Parties in connection with the construction of the Building Improvements and operation of the Business on the Land. The rights and obligations of the Parties set forth in this Agreement are intended to amend, restate and supersede the terms and conditions of the Prior Incentive Agreement and the First Amended and Restated Agreement, and the Parties acknowledge and agree that this Agreement shall become effective upon its execution by all Parties.

PARTS 5

The City is authorized under Chapter 380 of the Texas Local Government Code to offer certain economic

development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the City. The City and the CEDC have determined that providing economic development incentives to the Business will promote local economic development and stimulate new business and commercial activity within the City.

For the reasons stated in these Recitals, which are incorporated into and made a part of this Agreement, and in consideration of the mutual benefits and obligations set forth herein, the Parties enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

ARTICLE I.
DEFINITIONS

The following words will have the following meanings when used in this Agreement:

PARAGRAPH 1.01. **“BUILDING IMPROVEMENTS”** means new building improvements located on the Land consisting of a hotel with a minimum of 86 guest rooms and a minimum of 2,400 square feet of conference space in accordance with the requirements of this Agreement, together with all related improvements and activities, including without limitation a business center, a convenience store, a fitness center, an indoor swimming pool and a dining, lounge and seating area built in substantial accordance with the specifications detailed in Paragraph 2.03. below.

PARAGRAPH 1.02. **“BUSINESS”** means all the activities of the Company conducted for the purpose of a direct or indirect gain, benefit, or advantage, in the City of Corinth, Texas on the Land as related to the Building Improvements, including, but not limited to the construction, maintenance and operation of a Limited-Service Hotel and conference center.

PARAGRAPH 1.03. **“JOB”** means a full-time employment position at the Building Improvements resulting from the Business, which position:

- (A). Is not seasonal; AND
- (B). Is provided with at least 30 hours of employment per week.

Any position not meeting such criteria does not qualify as a “JOB” for purposes of this Agreement.

PARAGRAPH 1.04. **“LAND”** means the approximately 2.071-acre tract of real property and all improvements thereon located at 6557 South Interstate 35E, Corinth, Texas, and upon which the Building Improvements will be constructed, a map of which is attached as Exhibit “A.1.” and incorporated herein for all purposes.

PARAGRAPH 1.05. **“PERSONAL PROPERTY”** means all construction materials, furniture, fixtures, supplies, equipment, inventory, or other personal property attributable to the Business on the Land subject to state and local sales and use taxes imposed by state law, including without limitation, Chapter 151 of the Texas Tax Code, as amended.

PARAGRAPH 1.06. The **“TERM”** of this Agreement will commence on the Effective Date and continue in effect until its expiration on the 31st day of December 2032 unless sooner terminated as provided in this Agreement, except that the Company’s obligation to submit in calendar year 2033 a Compliance Certificate (as defined in Paragraph 6.02. hereof) for calendar year 2032 and the City’s obligation, if any, to complete the Grant Payments (as defined in Sub-paragraph 3.02.(E). hereof) due under this Agreement for calendar year 2032 shall survive termination of this Agreement and shall continue until satisfied, subject to the limitations of this Agreement.

ARTICLE II.

OBLIGATIONS OF THE COMPANY

PARAGRAPH 2.01. The Company will operate, maintain, and manage the Business on the Land under a franchise agreement with Marriott International, Inc. (**“MARRIOTT”**) as a Fairfield Inn & Suites

or an equivalent alternative brand with features and amenities the same as or substantially similar to those provided by Fairfield Inn & Suites (the “ALTERNATIVE BRAND”); and such Alternative Brand shall be subject to the prior written approval of the City and the CEDC.

PARAGRAPH 2.02. The Company has obtained a Texas Direct Payment Permit from the Texas Comptroller of Public Accounts (the “**TEXAS DIRECT PAYMENT PERMIT**”), a copy of which is attached hereto and incorporated herein as Exhibit “A.2.”, for the purpose of permitting the Company to accrue and to pay all sales and use taxes directly to the Texas Comptroller of Public Accounts. During the Term, the Company agrees that it shall keep in effect at all times its Texas Direct Payment Permit and it also understands that failure to maintain the Texas Direct Payment Permit shall be considered a default hereunder. FAILURE TO MEET THE OBLIGATIONS UNDER THIS PARAGRAPH 2.02. IS NOT SUSCEPTIBLE TO A CURE (AS DEFINED IN PARAGRAPH 8.03. HEREOF) AND SHALL RESULT IN AUTOMATIC FORFEITURE BY THE COMPANY OF THE RIGHT TO ANY GRANT PAYMENT FOR THE APPLICABLE CALENDAR YEAR DURING WHICH SUCH FAILURE OCCURS. THE CITY AND THE CEDC SHALL NOT BE LIABLE FOR RETROACTIVE PAYMENT OF SUCH FORFEITED GRANT PAYMENT.

PARAGRAPH 2.03. The Company shall cause the Building Improvements to be constructed on the Land in accordance with the specifications set forth in Exhibit “A.3.”, a copy of which is attached hereto and incorporated herein and in accordance with all terms of this Agreement, including without limitation, this Paragraph 2.03. The Company shall commence construction (or cause the construction) of the Building Improvements to be commenced on or before the 1st day of JANUARY 2020, and all such construction shall be completed on or before the 31st day of MARCH 2022. Completion of the Building Improvements shall be deemed to have occurred on the date that the City issues a certificate of occupancy for the Building Improvements in accordance with applicable City regulations and ordinances. In addition, the Company agrees that the incentives offered in this Agreement are being offered as a result of the common interest of the Parties to have high quality architectural design and construction of the Building Improvements. The Company agrees and asserts that it is committed to providing a high quality of architectural design for

construction of the Building Improvements. The Company agrees to comply with the following minimum requirements for the architectural design and construction of the Building Improvements:

(A). The following primary building materials, with the exception of materials used for all openings for doors and windows and architectural features such as cornices, shall be limited to the following:

- (1). Fired brick.
- (2). Granite.
- (3). Manufactured stone.
- (4). Marble.
- (5). Natural stone.

(B). All outdoor fire pits, if any, will be constructed of stone.

(C). The conference center will have openings for windows.

(D). The conference center will overlook amenity features and / or natural areas to the extent reasonably possible.

(E). The conference center will consist of two (2) rooms, a board room, and a meeting room. The board room will have the capacity to accommodate a minimum of ten (10) occupants and shall comply with all applicable state and federal regulations and City ordinances, and the meeting room will have the capacity to accommodate a minimum of 80 occupants in accordance and shall comply with all applicable state and federal regulations and City ordinances. An accordion wall may separate the board room from the meeting room in accordance with all applicable City ordinances. The minimum area allocated to the board room and the meeting room will be as follows:

- (1). BOARD ROOM — 300 square feet.
- (2). MEETING ROOM — 2,100 square feet.

(F). The conference center shall be equipped with state-of-the-art audio and visual systems which shall be properly maintained in working order, standard interior finishes of high

quality, high speed internet access, projectors, televisions, tables, chairs, podiums, and other related furnishings.

PARAGRAPH 2.04. The Company will ensure that construction of the Building Improvements on the Land will conform to all applicable ordinances and laws.

PARAGRAPH 2.05. The Company will ensure that as of the 1st day of JANUARY 2023, the minimum cumulative assessed value of the Land and the Building Improvements is at least \$10,000,000.00 (the “**MINIMUM ASSESSED VALUE**”) as established by the Denton County Appraisal District, and it shall maintain such assessed value for the duration of the Term. However, the Parties acknowledge and agree that due to changes in economic and market conditions, the Minimum Assessed Value may increase or decrease during the Term. If, at any time after the 1st day of JANUARY 2023, through the end of the Term, that the total value of all real property in the City increases or decreases by ten (10) percent or more deviation as established by the Denton County Appraisal District for any tax year, the Minimum Assessed Value for that tax year shall be automatically increased or decreased by the same ten (10) percent or more deviation. Notwithstanding the foregoing, the Company will have the right to protest the assessed value of the Land and the Building Improvements established by the Denton County Appraisal District provided that such protest shall not result in an assessed value that is less than the Minimum Assessed Value required by this Paragraph 2.05. FAILURE TO MEET THE OBLIGATION IS NOT SUSCEPTIBLE TO A CURE AND SHALL RESULT IN AUTOMATIC FORFEITURE BY THE COMPANY OF THE RIGHT TO ANY GRANT PAYMENT FOR THE APPLICABLE CALENDAR YEAR DURING WHICH SUCH FAILURE OCCURS. THE CITY AND THE CEDC SHALL NOT BE LIABLE FOR RETROACTIVE PAYMENT OF SUCH FORFEITED GRANT PAYMENT.

PARAGRAPH 2.06. On or before the 1st day of JUNE, 2022, the Company will continuously employ a minimum of fifteen (15) persons in Jobs (the “**MINIMUM JOBS REQUIREMENT**”), and it shall maintain such Jobs during the Term. While the titles, the personnel or the classification of such Jobs may change, the Minimum Jobs Requirement shall be continuously maintained through the end of the Term. The Company agrees that it will maintain, and shall use its best efforts to enforce, employment policies that

prohibit discrimination from occurring in the hiring and employment of persons in Jobs on the basis of race, creed, color, national origin, sex or disability or other characteristics for which protection is available under applicable local, state, and federal anti-discrimination laws. The Company shall also report to the City in its annual Compliance Certificate any judicial or administrative agency determinations if the Company has violated any such anti-discrimination laws in relation to persons applying for or employed in Jobs for the applicable reporting period.

PARAGRAPH 2.07. The Company will endeavor to recruit and hire residents of the City and the surrounding communities for its Jobs with commercially reasonable diligence. At the reasonable request of the City, the Company will provide documentation of its efforts to comply with this Paragraph 2.07. to the City.

PARAGRAPH 2.08. The Company will commence operation of the Business on the Land on or before the 1st day of JUNE 2022, and will continuously operate, maintain and manage the Business for the duration of the Term.

PARAGRAPH 2.09. The Company will advertise and market the Business on the Land as being geographically located in “CORINTH” or the “**CITY OF CORINTH**” in all advertising and marketing materials rather than any other proper geographic name with commercially reasonable diligence.

PARAGRAPH 2.10. From the date that the Company commences operation of the Business on the Land in Paragraph 2.08. above, the Company will provide at the City’s or the CEDC’s request, and at no rental cost or expense to the City or the CEDC, access to the conference center for the duration of the Term. Such access will be limited to four (4) times per month for the City, and four (4) times per month for the CEDC and is subject to availability on the dates requested by the City and the CEDC.

PARAGRAPH 2.11. From the date the Company commences operation of the Business on the Land in Paragraph 2.08. above, the Company will provide space for the display and dissemination of City tourist information for the duration of the Term.

PARAGRAPH 2.12. From the date that the Company commences operation of the Business on the Land as provided in Paragraph 2.08. above, the Company will provide at the City’s or the CEDC’s

request, and at a corporate rate to the City and the CEDC, up to four (4) room nights per month for public purposes and economic development use as designated by the City or the CEDC subject to room availability on the nights requested by the City or the CEDC for the duration of the Term. The Company will upgrade the rooms provided under this Paragraph 2.12. to king suites to the extent that king suite space is available.

PARAGRAPH 2.13. During the Term, the Company shall reinvest all refunded hotel occupancy tax revenues directly for the benefit of the conference center and related purposes as permitted in accordance with Chapter 351 of the Texas Tax Code, as amended. Such reinvestment shall be in an amount not less than the City’s total share of the hotel occupancy tax revenues generated from the operation of the Business. The Company shall, with submittal of its annual Compliance Certificate, include financial records in a form that is satisfactory to the City Manager of the City verifying and providing evidence of the expenditure of such hotel occupancy tax revenues directly for the benefit of the conference center and related purposes permitted in accordance with Chapter 351 of the Texas Tax Code, as amended.

PARAGRAPH 2.14. In performing its obligations under this Article, the Company will comply with all applicable ordinances and laws.

ARTICLE III.

ECONOMIC DEVELOPMENT INCENTIVE PROVIDED BY THE CITY AND THE CEDC

PARAGRAPH 3.01. Subject to the requirements and limitations of this Article, other terms and conditions of this Agreement and the Company’s compliance with this Agreement, the City and the CEDC agree to refund the Company amounts in the manner set forth in this Article.

PARAGRAPH 3.02. As consideration for the Company’s performance of its obligations under this Agreement:

- (A). The City and the CEDC will refund the Company amounts equal to 100 percent of the City’s and the CEDC’s share of sales and use tax revenues attributable to the addition of new Personal Property on the Land collected by the Texas Comptroller of Public Accounts and paid to and

actually, received by the City and the CEDC in accordance with the terms and limitations of this Article. It is understood and agreed by the Parties that the City's share of sales and use tax revenues attributable to the addition of new Personal Property on the Land excludes all sales and use tax revenues collected by the Texas Comptroller of Public Accounts for payment to the Street Maintenance Sales Tax Fund, to the Crime Control and Prevention District Sales Tax Fund or to any other special purpose sales tax in effect or later adopted by the City. Said sales and use tax revenues shall be collected under a Texas Direct Payment Permit, and the Company will provide the City and the CEDC with information in a form satisfactory to the City as determined necessary by the City to evidence and verify all the sales and use taxes paid directly to the Texas Comptroller of Public Accounts under the Company's Texas Direct Payment Permit.

(B). The City will refund the Company amounts equal to 75 percent of the City's share of hotel occupancy tax revenues generated from the operation of the Business on the Land.

(C). In the event the Company does not generate sales and use tax revenues that are attributable to the addition of new Personal Property on the Land for any applicable calendar year, the Company will still be entitled to receive the refund of any amounts of hotel occupancy tax revenues provided under Sub-paragraph 3.02. (B). above provided that Company is otherwise in compliance with all of the terms of this Agreement.

(D). In the event the Company does not generate hotel occupancy taxes from the operation of the Business on the Land for any applicable calendar year, the Company will still be entitled to the refund of any amounts of sales and use tax revenues provided under Sub-paragraph 3.02. (A) provided that Company is otherwise in compliance with all of the terms of this Agreement.

(E). The refunds of sales and use tax and hotel occupancy tax revenues under this Sub-paragraph 3.02. (A) and (B) will be collectively referred to as the "GRANT PAYMENTS".

PARAGRAPH 3.03. The City and the CEDC will make Grant Payments to the Company for a period of up to ten (10) calendar years, commencing in calendar year 2022 and ending in calendar year 2032 provided that the Company is in compliance with all of the terms of this Agreement.

PARAGRAPH 3.04. Grant Payments properly due to the Company will be made by the City and

the CEDC on or before MARCH 31 of the calendar year immediately following the calendar year in which sales and use tax and hotel occupancy tax revenues upon which the total Grant Payment amount is based are generated. For example, any sales and use tax revenues collected by the Texas Comptroller of Public Accounts and received by the City and the CEDC and hotel occupancy tax revenues collected by the City in calendar year 2022 will be paid by the City and the CEDC to the Company on or before March 31, 2023. Notwithstanding the foregoing and in addition to those circumstances under other provisions of this Agreement which relieve the City and the CEDC from their obligations to make payment to Company, the City and the CEDC will not be required to make a Grant Payment during any applicable calendar year unless and until:

(A). The sales and use tax revenues for the preceding calendar year are received by the City and the CEDC from the Texas Comptroller of Public Accounts and provided such sales and use tax revenues generated from the addition of new Personal Property on the Land are collected under a Texas Direct Payment Permit issued by the Texas Comptroller of Public Accounts to the Company;

(B). The hotel occupancy tax revenues for the preceding calendar year are collected by the City;

(C). The ad valorem taxes for the preceding calendar year are received by the City from the Denton County Tax Assessor — Collector;

(D). The funds are appropriated by the Corinth City Council and the CEDC for the specific purpose of making a Grant Payment under this Agreement as part of the City’s and the CEDC’s ordinary budget and appropriations approval process; AND

(E). The Company has submitted a Compliance Certificate together with all information that the City and the CEDC may request to verify the Company’s compliance with the terms of this Agreement.

ARTICLE IV.

ADDITIONAL ECONOMIC DEVELOPMENT INCENTIVE PROVIDED BY THE CEDC

PARAGRAPH 4.01. Subject to the requirements and limitations of this Article, other terms and conditions of this Agreement and the Company’s compliance with this Agreement, the CEDC agrees to reimburse the Company in the manner set forth in this Article.

PARAGRAPH 4.02. As consideration for the Company’s performance of its obligations under this Agreement, the CEDC will reimburse the Company in the amount of \$150,000.00 for impact fees and expenses, costs and fees incurred by the Company for obtaining all permits, licenses and inspections from the City and any other governmental agencies necessary for construction of the Building Improvements and the operation of the Business on the Land (the “REIMBURSEMENT AMOUNT”). The CEDC will pay the Reimbursement Amount to the Company within thirty (30) calendar days of the Company providing the Executive Director of the CEDC a copy of the receipts showing amounts paid for all impact fees, permits, licenses and inspections from the City and any other governmental agencies and permanent certificate of occupancy. The CEDC will not be required to pay the Reimbursement Amount to the Company unless and until the Company completes construction of the Building Improvements on the Land as provided in Paragraph 2.03. above, and provides the Executive Director of the CEDC with a copy of the receipts showing amounts paid and permanent certificate of occupancy.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As of the Effective Date, the Company represents and warrants to the City and the CEDC, as follows:

PARAGRAPH 5.01. The Company is a duly organized, validly existing Texas Limited Liability Company, in good standing under the laws of the State of Texas and is authorized to conduct business or own real property in the State of Texas. The activities that the Company proposes to carry on at the Land may lawfully be conducted by the Company.

PARAGRAPH 5.02. The execution, delivery and performance by the Company of this Agreement are within the Company’s powers and have been duly authorized.

PARAGRAPH 5.03. This Agreement is the legal, valid, and binding obligation of the Company, and is enforceable against the Company in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

PARAGRAPH 5.04. The Company is not in violation or default in the performance, observance, or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which they are parties or by which they or any of their property is bound that would have any material adverse effect on the Company’s ability to perform under this Agreement.

PARAGRAPH 5.05. Neither this Agreement nor any schedule or Exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

ARTICLE VI.
INFORMATION

PARAGRAPH 6.01. The Company will, at such times and in such form as the City may request from the Company, provide information concerning the performance of the Company’s obligations under this Agreement.

PARAGRAPH 6.02. Commencing in the calendar year 2022 and continuing each calendar year thereafter for the duration of the Term, the Company will submit to the City Manager of the City, on or before JANUARY 31, a certified statement in a form acceptable to the City Manager of the City, and signed by an authorized officer of the Company, providing all of the following information (the “COMPLIANCE CERTIFICATE”):

(A). A statement that it is in full compliance with the Minimum Jobs Requirement, with such statement detailing an employee roster of all persons employed by the Business on the Land, the hours of employment per week, the job titles and the total number of persons hired and employed in the preceding calendar year and cumulatively since commencing operation of the Business on the Land as provided in Paragraph 2.08. above;

(B). A copy of all invoices and related documentation verifying the Company’s expenditure of refunded hotel occupancy tax revenues as permitted in accordance with applicable state law;

(C). A statement that it is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and reasons therefor.

After timely receipt of the Compliance Certificate from the Company, the City Manager of the City will have 30 calendar days to notify the Company in writing of any questions related to the Compliance Certificate and the Business that the City may have concerning any of the information provided by the Company, and the Company will diligently work in good faith to respond to such questions to the reasonable satisfaction of the City.

PARAGRAPH 6.03. The Company agrees that authorized employees of the City will have the right to access and review the business records of the Company that relate to the Company’s compliance with the terms and conditions of this Agreement at any reasonable time and upon at least seven (7) calendar days’ prior notice to the Company in order to determine compliance with this Agreement. Said authorized employees of the City will be accompanied by authorized officers or employees of the Company when

accessing and reviewing the business records. At all times until the expiration of this Agreement, authorized employees of the City will have access to the Building Improvements and the Business on the Land for the purpose of inspecting them to ensure that the Building Improvements on the Land are constructed, installed, maintained, and used in accordance with the terms and conditions of this Agreement.

PARAGRAPH 6.04. Subject to the requirements of the Texas Public Information Act (Chapter 552 of the Texas Government Code), or order of a court of competent jurisdiction, the Company may be required to disclose or make available to the City or the CEDC any information relating to this Agreement. The Company agrees to cooperate with the City and the CEDC in response to any request for information under the Texas Public Information Act or court order. The City and the CEDC will endeavor to provide the Company with advance written notice of any such request for information or court order so that the Company may seek any relief to which the Company believes that it is entitled. The City's and the CEDC's obligations under this Paragraph 6.04. do not impose a duty upon the City or the CEDC to challenge any court order or ruling of the Texas Attorney General to release information in response to a specific request for information under the Texas Public Information Act.

ARTICLE VII.

**PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON THE CITY'S
AND THE CEDC'S OBLIGATIONS**

PARAGRAPH 7.01. No official or employee of the City or the CEDC will be personally responsible for any liability arising under or growing out of this Agreement.

PARAGRAPH 7.02. The Grant Payments made, and any other financial obligation of the City and the CEDC hereunder will be paid solely from lawfully available funds that have been budgeted and appropriated each applicable Fiscal Year (as defined below) during the Term by the City and the CEDC as provided in this Agreement. Under no circumstances will the City's or the CEDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently,

notwithstanding any other provision of this Agreement, the City and the CEDC will have no obligation or liability to pay any Grant Payments or other payments unless the City and the CEDC budget and appropriate funds to make such payments during the Fiscal Year in which such Grant Payments or other payments are payable under this Agreement. If the City or the CEDC fails to budget and appropriate funds to make any Grant Payments, then it will immediately notify the Company of such non-appropriation and the Company may elect, at its sole discretion and option, to terminate this Agreement, effective upon written notice to the City and the CEDC. For purposes of this Agreement, the “FISCAL YEAR” means the fiscal year of the City and the CEDC, commencing on OCTOBER 1, and ending on SEPTEMBER 30.

PARAGRAPH 7.03. EXCEPT FOR THE RIGHT TO TERMINATE AS PROVIDED IN PARAGRAPH 7.02. ABOVE, THE COMPANY WILL HAVE NO OTHER RECOURSE AGAINST THE CITY OR THE CEDC FOR THE CITY’S OR THE CEDC’S FAILURE TO BUDGET AND APPROPRIATE FUNDS DURING ANY FISCAL YEAR TO MEET THE PURPOSES OF AND SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT.

ARTICLE VIII.

DEFAULT, TERMINATION AND REMEDIES

PARAGRAPH 8.01. The Parties acknowledge and agree that this Agreement will automatically terminate, and the Parties herein will be relieved of all of their obligations and rights set forth herein if the Company fails to operate the Business on the Land as Fairfield Inn & Suites or a different brand with the prior written consent of the City and the CEDC as provided in Paragraph 2.01. above.

PARAGRAPH 8.02. If this Agreement is terminated under Paragraph 8.01. above, the Company will repay to the City and the CEDC the full amount of all Grant Payments made, and it will repay to the CEDC the full amount of the Reimbursement Amount within 60 calendar days. The City and the CEDC will be entitled to record a lien against the Land to secure the full amounts of the Grant Payments and the Reimbursement Amount if this payment is not timely made.

PARAGRAPH 8.03. Except as otherwise provided herein, at any time during the Term of this Agreement that the Company is not in compliance with its obligations under this Agreement, the City may send written notice of such non-compliance to the Company. If such non-compliance is not cured within 30 calendar days after the Company’s receipt of such written notice or, if non-compliance is not reasonably susceptible to cure within 30 calendar days and a cure is not begun within such 30-day period and thereafter, continuously and diligently pursued to completion on a schedule to be approved by the City (in either event, a “**CURE PERIOD**”), then the City and the CEDC may, at their sole discretion and option, terminate this Agreement. The Term will not be extended as a result of any Cure Period agreed to by the City under this Paragraph 8.03. For purposes of this Agreement, a “CURE” or “CURED” means the correction or elimination of any breach(es), default(s) or violation(s) of the terms and conditions of this Agreement.

PARAGRAPH 8.04. Upon breach of any obligation under this Agreement by the Company, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the City and / or the CEDC may pursue such remedies as are available at law or in equity for breach of contract. Similarly, with regard to violations of applicable ordinances of the City, the City may seek such relief as is available for violation of so such ordinances, including fines and injunctive relief.

PARAGRAPH 8.05. As permitted by applicable state law, the City may deduct from any Grant Payments due to the Company, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to or for the benefit of the City.

PARAGRAPH 8.06. A “**FORCE MAJEURE EVENT**” means an event beyond the reasonable control of a Party obligated to perform an act or take some action under this Agreement including, but not limited to, any acts of God; earthquake; fire; explosion; war; civil insurrection; acts of the public enemy; act of civil or military authority; sabotage; terrorism; floods; lightning; hurricanes; tornadoes; severe snow storms or utility disruption; strikes; lockouts; or major equipment failure or the failure of any major supplier to perform its obligations. A Force Majeure Event pauses a Party’s performance obligation for the duration of the event but does not excuse it. A Party will not be deemed to be in default or otherwise in violation of any term or condition of this Agreement to the extent such Party’s action, inaction or omission is the result

of a Force Majeure Event. If a Force Majeure Event occurs and such event prevents a Party from fulfilling its obligations hereunder, the applicable time period for performing such obligations will only be extended by the period of delay resulting from the Force Majeure Event. The Parties agree to use commercially reasonable diligence in order to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement.

PARAGRAPH 8.07. THE CITY AND THE CEDC SHALL NOT BE OBLIGATED TO PAY ANY INDEBTEDNESS OR OBLIGATIONS OF THE COMPANY. THE COMPANY HEREBY AGREES TO DEFEND, INDEMNIFY, RELEASE AND HOLD THE CITY AND THE CEDC, AND THE CITY'S AND THE CEDC'S RESPECTIVE OFFICERS AND EMPLOYEES, HARMLESS FROM AND AGAINST: (I) ANY INDEBTEDNESS OR OBLIGATIONS OF THE COMPANY; (II) ANY OTHER LOSS, CLAIM, DEMAND, LAWSUIT, LIABILITY OR DAMAGES ARISING FROM THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE COMPANY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (III) BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF THE COMPANY CONTAINED IN THIS AGREEMENT, WITHOUT REGARD TO ANY NOTICE OR CURE PROVISIONS. THE COMPANY'S INDEMNIFICATION OBLIGATION HEREUNDER SHALL INCLUDE PAYMENT OF THE CITY'S AND THE CEDC'S REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES WITH RESPECT THERETO.

PARAGRAPH 8.08. The Company may terminate this Agreement at any time for convenience with at least ten (10) calendar days' prior written notice.

ARTICLE IX.

MISCELLANEOUS

PARAGRAPH 9.01. This Agreement, including the Recitals and the Exhibits hereto, contains the entire agreement between the Parties with respect to the transactions contemplated herein.

PARAGRAPH 9.02. This Agreement may only be amended, altered, or terminated by written instrument signed by all Parties.

PARAGRAPH 9.03. All notices required and/or permitted by this Agreement will be delivered to the following by certified mail or electronic mail transmission. Each Party will notify the other Parties in writing of any change in information required for notice under this Paragraph 9.03.

THE CITY:

Bob Hart, City Manager
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Facsimile: (940) 498 — 7574
E-mail: Bob.hart@cityofcorinth.com

THE CEDC:

Elise Back, Director
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Facsimile: (940) 498 — 7574
E-mail: elise.back@cityofcorinth.com

THE COMPANY:

Jay Patel, Managing Member
6Q Hospitality, L.L.C.
7034 Mesa Verde Boulevard
Irving, Texas 75063
E-mail: Jay@nimbushospitality.com

PARAGRAPH 9.04. This Agreement will be construed under the laws of the State of Texas and the United States of America. This Agreement is performable in Denton County, Texas. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Denton County, Texas. Mandatory venue for any matters in federal court will be in the United States District Court for the Eastern District of Texas, Sherman Division.

PARAGRAPH 9.05. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision will be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of such deleted provision, there will be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

PARAGRAPH 9.06. The term “WILL” is mandatory in this Agreement.

PARAGRAPH 9.07. The Company agrees that the City will assume no liability or responsibility by approving plans, issuing permits or approvals, or making inspections related to any matter arising under this Agreement.

PARAGRAPH 9.08. Nothing contained in this Agreement, and no action of the City under this Agreement, will constitute a waiver of any immunity of the City to suit or to liability or of any limitations on liability granted by law or the Texas Constitution.

PARAGRAPH 9.09. It is acknowledged and agreed between the Parties that the City, the CEDC and the Company, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. THE CITY AND THE CEDC WILL ASSUME NO RESPONSIBILITY OR LIABILITY TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND THE COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY AND THE CEDC, AND THEIR OFFICERS AND EMPLOYEES, HARMLESS FROM ANY SUCH LIABILITIES.

PARAGRAPH 9.10. This Agreement is for the exclusive benefit of the Parties and no third party may claim any right, title or interest in any benefit arising under this Agreement. The Company may not assign any of its rights, or delegate or sub-contract any of its duties under this Agreement, in whole or in part, without the prior written consent of the City and the CEDC, except that: (i) the Company may assign this Agreement to an affiliate with such assignment to be effective only upon receipt by the City and the CEDC of written notice thereof, together with documentation establishing the relationship of the affiliate to the Company to the satisfaction of the City and the CEDC; or (ii) the Company may assign this Agreement in connection with the sale of all its interest in the Business on the Land, provided that the Company will provide the City and the CEDC with at least 30 calendar days' written notice of such assignment for the assignment to be effective. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

PARAGRAPH 9.11. No term or condition contained in this Agreement will be deemed to have been waived, nor will there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

PARAGRAPH 9.12. The Company agrees that the economic development incentive involving the use of refunded hotel occupancy tax revenues will be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry in accordance with the provisions of Chapter 351 of the Texas Tax Code. The Company acknowledges that while not anticipated to occur, if it is found by a court of appropriate jurisdiction or other official administrative body that the City does not have the legal authority to enter into this Agreement regarding the use of refunded hotel occupancy tax revenues, that such determination will cause the economic development incentive involving such use of refunded hotel occupancy tax revenues to immediately cease hereunder. The termination of this economic development incentive will not affect any of the other terms and conditions of this Agreement not related to the same.

PARAGRAPH 9.13. The following Exhibits are attached and made a part of this Agreement for all purposes.

- (A). **EXHIBIT "A.1."** — Survey of the Land.

- (B). **EXHIBIT “A.2.”** — Texas Direct Payment Permit.
- (C). **EXHIBIT “A.3.”** — Building Improvements.
- (D). **EXHIBIT “A.4.”** — L.L.C. Certificate of Formation.
- (E). **EXHIBIT “A.5”** — L.L.C. Certificate of Resolution

PARAGRAPH 9.14. The Company certifies that the Company does not and will not, during the Term of this Agreement, knowingly employ an **“UNDOCUMENTED WORKER”** as such term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, should the Company be convicted of a violation under 8 U.S.C. Section 1324a(f), then the Company will repay to the City and the CEDC the full amount of the Grant Payments and to the CEDC the full amount of the Reimbursement Amount under this Agreement, plus five (5) percent interest per annum from the date the Grant Payment and the Reimbursement Amount were paid. Repayment will be paid within 120 calendar days after the date the Company receives written notice of violation from the City, which notice will not be given by the City until after such conviction is final and non-appealable. Notwithstanding anything to the contrary contained in this Paragraph 9.14., the Company will not be deemed in violation of this Paragraph 9.14. and will not be obligated to make such repayment of the Grant Payments or the Reimbursement Amount in the event that a subsidiary, affiliate, or person with whom the Company contracts, such as a general contractor, is convicted of a violation under 8 U.S.C. Section 1324a(I).

PARAGRAPH 9.15. Pursuant to the requirements of Chapter 2270 of the Texas Government Code, the Company verifies that it does not boycott Israel, and it will not boycott Israel during the Term of the Agreement. Pursuant to Chapter 2252, Subchapter F of the Texas Government Code, the Company affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

PARAGRAPH 9.16. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument, and facsimile or electronic (in

PDF) copies of this Agreement and facsimile or electronic (in PDF) signatures to this Agreement shall be authorized and deemed effective.

EXECUTED in duplicate originals to be effective as of the Effective Date.

[SIGNATURES ON NEXT PAGE]

CITY OF CORINTH, TEXAS

By:

City Manager

CORINTH ECONOMIC DEVELOPMENT CORPORATION

By:

President

6Q HOSPITALITY, L.L.C.

By:

Managing Member

EXHIBIT "A.1."


SURVEY OF THE LAND

EXHIBIT "A.2."

TEXAS DIRECT PAYMENT PERMIT

Form 00-388 (Rev. 1-10-01)

TEXAS DIRECT PAYMENT SALES TAX PERMIT



GLENN HEGAR
Texas Comptroller

This permit is issued in accordance with the law governing the type of business specified and is the authorization to conduct business in Texas. The permit may be revoked for a violation of the provisions of the applicable law and/or any rules adopted by the Comptroller to administer the law.


TEXAS TAX CODE ANN. § 151.05

Taxpayer number
3-20632-2863-2

Effective date
12/28/2017

Taxpayer name and mailing address

65 HOSPITALITY, LLC
1034 MESA VERDE AVE
IRVING TX 75035-3558



GLENN HEGAR
Comptroller of Public Accounts

THIS PERMIT IS NON-TRANSFERABLE

Detach here and display your permit only.

Is the information printed on this permit correct?

If not, please tell us in the space below.

- If your taxpayer name and/or mailing address are incorrect, enter the correct information.
- If you have received a Federal Employer Identification Number (FEIN), enter the number.
- If you are no longer in business, enter the date of your last business transaction.

If your permit is correct, **DO NOT** return this form.
If any corrections are required, please enter the correct information on this form and return it to:

COMPTROLLER OF PUBLIC ACCOUNTS
111 E. 17th Street
Austin, TX 78774-0100

Keep this permit until you receive a corrected permit.

NOTE: This form cannot be used if there has been a change of ownership. For this change and to obtain a new permit, please contact your local Comptroller's field office. For the telephone numbers to call for assistance, see the back of this form.

TEXAS DIRECT PAYMENT SALES TAX PERMIT

Taxpayer name shown on the permit: 65 HOSPITALITY, LLC Taxpayer number shown on the permit: 3-20632-2863-2

Please enter only the information that has to be corrected.

Correct taxpayer name: _____ Daytime phone (Area code and number): _____

Correct mailing address: _____

City: _____ State: _____ ZIP code: _____ FEI number: _____

If you are no longer in business, enter the date of your last business transaction: _____

For additional information, see the back of this form.

Sign here: _____ Taxpayer or authorized agent Date: _____

Comptroller use only

Job name: MSCAPP

Division: _____

00991

Reference number: _____

Taxpayer number change: 01000

Master name correction AND Master mailing address change AND Master phone number add/change: XUMAST

OOB tax permit: XUSTAT

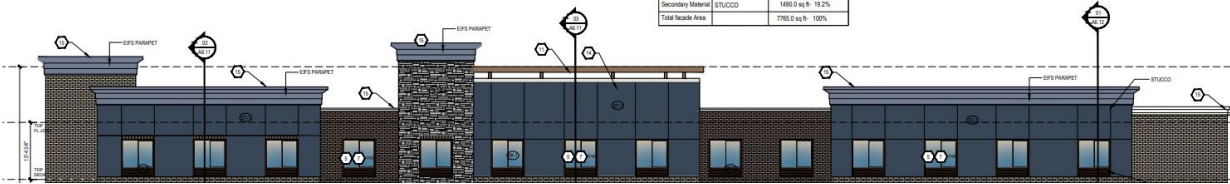
You have certain rights under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at the address or phone number listed on this form.

EXHIBIT "A.3."
BUILDING IMPROVEMENTS

FACADE MATERIAL		Surface area including overhang and window
Calculation Per UDC Section 2.09.04		EAST
Area		1926.0 sq ft
Primary Material	BRICK - 2876.6 sq ft STONE - 1926.0 sq ft	85.5%
Secondary Material	STUCCO	14.5%
Total Area		4800.0 sq ft - 100%



FACADE MATERIAL		Surface area including overhang and window
Calculation Per UDC Section 2.09.04		South
Area		6276.0 sq ft
Primary Material	BRICK - 4462.6 sq ft STONE - 856.6 sq ft	88.8%
Secondary Material	STUCCO	19.2%
Total facade Area		7990.0 sq ft - 100%



GENERAL NOTES

- BUILDING ELEVATIONS ARE APPROXIMATIONS AND WILL VARY BASED ON STRUCTURAL SYSTEM.
- PROVIDE CONTRACTOR WITH COLOR PRINTS OF SUBSTITUTION FOR ADDITIONAL CLARITY.
- CONTINUE FINISH TO INSIDE CORNER VERSUS FRESH TRANSPARENT GLASS TO CORNER.
- ALL DOWNPOUTS MUST HAVE CLEANOUTS.

MATERIAL TAG	MATERIAL LEGEND
ET	Primary Material: Manufacturer: Acme brick color: Galena
ET-2	Primary Material: Accent Band: Manufacturer: Acme brick color: Charcoal gray
ET-3	Primary Material: Manufacturer: Texas stone color: Mesa Gray Stack stone
ET-4	Secondary Material: Finish: stucco color: SW6531 Indigo
ET-5	Secondary Material: Accent band top: Finish: stucco color: SW6608 Celestial
ET-6	Roofing Material for canopy roof: Manuf: Interlock Color: Muesel Gray
ET-7	Aluminum window powder coated: Manuf: All season window color: Bronze

KEY NOTES:

- APPROXIMATE LINE OF GRADE
- GRADE GRADE EXPOSED FOUNDATION WALL
- WANDY OR FILL
- TYPICAL ELECTROFORM WINDOW @ GROUND FLOOR
- TYPICAL ELECTROFORM WINDOW @ UPPER FLOORS
- WINDOW TO BE PROTECTED TO CREATE VISUAL SCREEN TO LAUNDRY ROOM
- METAL WINDOW W/ THERMAL BROKEN FRAME, INSULATED GLAZING WITH INTERNAL ALUMINUM LAMINAR AT PTAC UNITS SHALL MATCH WINDOW FRAME FINISH
- ALUMINUM STOREFRONT SYSTEM W/ THERMAL BROKEN FRAME AND INSULATED GLAZING
- EXHAUST: REFER TO MECHANICAL DRAWINGS
- ALUMINUM SLING ENTRY DOOR W/ INSULATED GLAZING
- PAINTED TUBE STEEL CANOPY
- FINISH CONTROL JOINT
- SHARP RESISTANT: RECESSED HOSE END - MAXIAT TOP AT +1'± AFF.
- SEALING - REFER TO EXTERIOR SEALING SPECIFICATIONS
- SEAL FRESH FRESH ALUMINUM CORING SYSTEM - COLOR TO MATCH ADJACENT MATERIAL
- EXHAUST VENT - COLOR TO MATCH ADJACENT MATERIAL
- EXPANSION JOINT @ FLOOR LINE W/ BACKER ROD AND SEALANT
- ALUMINUM LOUVER - COLOR TO MATCH ADJACENT MATERIAL
- BUILDING HEIGHT DIMENSIONS ARE BASED ON WOOD FRAME CONSTRUCTION. THESE DIMENSIONS WILL VARY BASED ON FINAL BUILDING CONSTRUCTION. RETIRED CEILING HEIGHT DIMENSIONS ARE CRITICAL TO MAINTAIN AS MEMORANDUM.
- CONCRETE PAD - REFER TO AREA DEVELOPMENT PLAN
- ACCESSIBLE RAMP CANOPY REAR W/ WOOD STRIKE IN DOOR. TOP OF REAR CANOPY AT FINISH FLOOR
- MATCH THE DOOR COLOR TO ADJACENT WALL

BUILDING SIGNAGE:

ALL SIGNAGE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. LOCATION, SIZE, ETC. TO BE DETERMINED ON AN INDIVIDUAL PROJECT BASIS.

MINIMUM 1/4" PL W/ WOOD BACKSHEARD REQUIRED AT SIGN LOCATION. SIGN SHALL COVER ENTIRE LENGTH AND HEIGHT OF FACED OR SPACE AVAILABLE FOR SIGN.

ELECTRICAL AND FINAL CONNECTION BY CONTRACTOR. ELECTRICAL REQUIREMENTS MAY BE OBTAINED FROM SIGN COMPANY. TYPICAL SIGN REQUIREMENT:

BACKSHEARD W/ WOOD BACKSHEARD NOT ALLOWED.

PERMANENT ACCESS DOORS TO INTERIOR OF ALL PARAPETS WHERE SIGNAGE IS LOCATED TO BE PROVIDED BY CONTRACTOR TO FURNISH AND CONNECT PRIMARY ELECTRICAL SERVICE FROM PARAPET WALL.

ELECTROFORM WINDOW PLACES WITH SIGNAGE ON EXTERIOR WALLS MUST HAVE ELECTRICAL PENETRATIONS AND OR RINGS FROM TOP EDGE OF THE WALL. PENETRATION LAYOUT MAY BE OBTAINED FROM SIGN COMPANY.

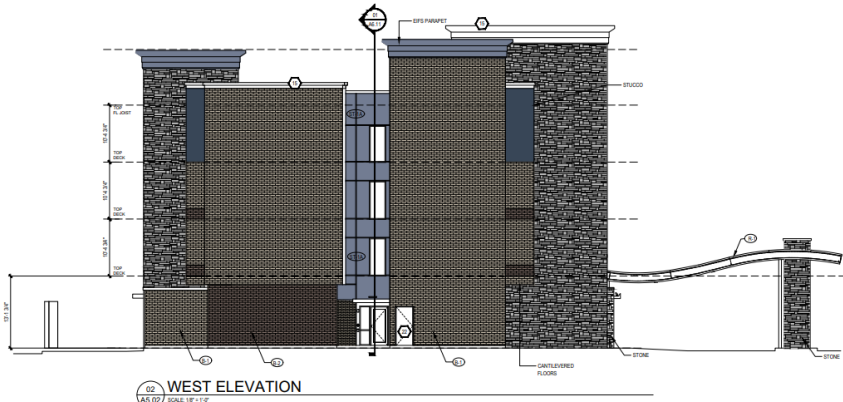
FAIRFIELD
inspector
Martinet
DENTON SOUTH
Corinth, Texas Project # 3364

Project Manager
RK PATEL DESIGN
&
Project Architect
Benjamin Cortez, AIA

OWNER
6Q Hospitality
604 Mesa Verde Ave.
Dallas Texas-75063

FAIRFIELD
inspector
Martinet
Denton South, Corinth
Texas

FACADE MATERIAL		Surface area excluding storefront and window
Calculation Per UCC Section 2.08.04		WEST
Area		
Primary Material	BRICK - 1857.0 sq ft STONE - 1740.0 sq ft	3702.0 sq ft - 93%
Secondary Material	STUCCO	278.0 sq ft - 7%
Total Area		3980.0 sq ft - 100%



02 WEST ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NOTES

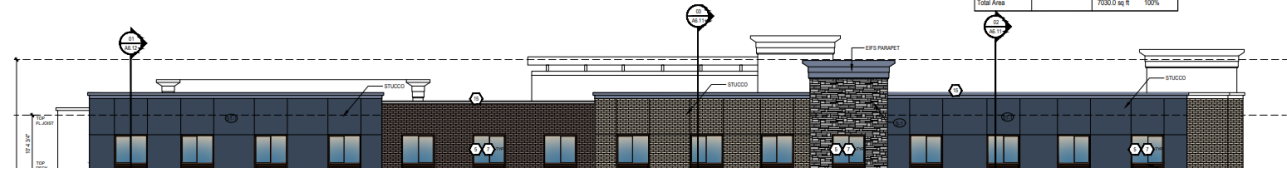
- BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
- PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
- CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
- ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

KEY NOTES:

- APPROXIMATE LINE OF GRADE
- ABOVE GRADE EXPOSED FOUNDATION WALL
- MASONRY OR TILE
- TYPICAL GUESTROOM WINDOW @ GROUND FLOOR
- TYPICAL GUESTROOM WINDOW @ UPPER FLOORS
- WINDOW TO BE PROTECTED TO CREATE VISUAL SCREEN TO LADDER ROOM
- METAL WINDOW W/ THERMAL BROKEN FRAME, INSULATED GLAZING WITH METAL ALUMINUM EXTERIOR AT FIVE LINES GRILL TO MATCH WINDOW FRAME FINISH
- ALUMINUM STOREFRONT SYSTEM W/ THERMAL BROKEN FRAME AND INSULATED GLAZING
- EXHAUST - REFER TO MECHANICAL DRAWINGS
- ALUMINUM SLIDING ENTRY DOOR W/ INSULATED GLAZING
- PAINTED TUBE STEEL CANOPY
- FRESH CONTROL JOINT
- TAMPER RESISTANT, RECESSED HOSE BB - MOUNT TOP AT +12 A.F.F.
- SIGNAGE - REFER TO EXTERIOR SIGNAGE SPECIFICATIONS
- ROUND FINISH ALUMINUM COPING SYSTEM - COLOR TO MATCH ADJACENT MATERIAL
- EXHAUST VENT - COLOR TO MATCH ADJACENT MATERIAL
- EXPANSION JOINT @ FLOOR LINE W/ BACKER ROD AND SEALANT
- ALUMINUM LOUVER - COLOR TO MATCH ADJACENT MATERIAL MATCHING ADJACENT WALL
- BUILDING HEIGHT DIMENSIONS ARE BASED ON WOOD FRAME CONSTRUCTION. THESE DIMENSIONS WILL VARY BASED ON FINAL BUILDING CONSTRUCTION. INTERIOR CEILING HEIGHT DIMENSIONS ARE CRITICAL TO MECHANICAL DRAWINGS.
- CONCRETE PAD - REFER TO AREA DEVELOPMENT PLAN
- ACCESSIBLE KEY CARD READER W/ WIRE TO ELECTRIC STRIKE IN DOOR - TOP OF READER AT 48" MAX. HEIGHT
- MATCH THE DOOR COLOR TO ADJACENT WALL

MATERIAL TAG	MATERIAL LEGEND	
01	Primary Material	Manufacturer: Acme brick color: Galena
02	Primary Material	Manufacturer: Acme brick color: Charcoal gray
03	Primary Material	Manufacturer: Texas stone color: Mesa Gray Stack stone
04	Secondary Material	Finish: stucco color: SW6531 Indigo
05	Secondary Material	Finish: stucco color: SW6508 Celestial
06	Roofing Material	Roofing Material for canopy roof Color: Masket Grey
07	Aluminum window	Manuf: AIA season window color: Bronze

FACADE MATERIAL		Surface area excluding storefront and window
Calculation Per UCC Section 2.08.04		North
Area		
Primary Material	BRICK - 4770.0 sq ft STONE - 1100.0 sq ft	6370.0 sq ft - 83.5%
Secondary Material	STUCCO	1160.0 sq ft - 16.5%
Total Area		7030.0 sq ft - 100%



FAIRFIELD
Denton South
Conith, Texas Project # 2024

Project Manager
RK PATEL DESIGN &
Project Architect
Benjamin Cortez, AIA

OWNER
60 Hospitality
7034 Mesa Verde Ave.
Dallas Texas-75063

FAIRFIELD
Denton South, Conith
Texas

EXHIBIT "A.4."

L.L.C. CERTIFICATE OF FORMATION

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

March 22, 2017

Attn: Legalzoom.com, Inc.

Legalzoom.com, Inc.
101 N. Brand Blvd, 10th Floor
Glendale, CA 91203 USA

RE: 6Q Hospitality, LLC
File Number: 802679624

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.


The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-24-2017

Employer Identification Number:
82-0928457

Form: SS-4

Number of this notice: CP 575 G

6Q HOSPITALITY LLC
JAY PATEL SOLE MBR
7034 MESA VERDE AVE
IRVING, TX 75063

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-0928457. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is 6QHO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

**6Q Hospitality, LLC
File Number: 802679624**

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/22/2017

Effective: 03/22/2017



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 802679624 03/22/2017
Document #: 723515720002
Image Generated Electronically
for Web Filing**

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

6Q Hospitality, LLC

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

United States Corporation Agents, Inc.

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:
9900 Spectrum Drive Austin TX 78717

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Jay Patel** Title: **Managing Member**

Address: **7034 Mesa Verde Ave. Irving TX, USA 75063**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Cheyenne Moseley 101 N. Brand Blvd., 11th Floor, Glendale, CA 91203

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Cheyenne Moseley

Signature of Organizer

FILING OFFICE COPY

EXHIBIT "A.S."

L.L.C. CERTIFICATE OF RESOLUTION

L.L.C. CERTIFICATE OF RESOLUTION

The undersigned Members of 6Q Hospitality, L.L.C., a limited liability company duly organized under the laws of the State of Texas (the "L.L.C."), hereby certify that the following resolutions were duly adopted by said Members of the L.L.C. on the 01 day of October, 20 17 and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that Jay Patel, is hereby authorized and directed for and on behalf of the L.L.C. to execute all legal documents with regard to entering into an economic development incentive agreement with the City of Corinth, Texas (the "CITY") and the Corinth Economic Development Corporation (the "CEDC") to construct and operate a hotel and conference center in the City of Corinth, Texas as approved by him/her as being in the best interests of the L.L.C.; and to take any and all further actions which may be necessary or appropriate to commence and complete said construction and operation of the hotel and conference center in such a manner as being, in his/her opinion, in the best interests of the L.L.C.

RESOLVED, that this action may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one action.


IN WITNESS, WHEREOF, the undersigned has executed this instrument as of this 01 day of October, 20 17.

Written Name of Member and Title: Jay Patel, managing member

Signature Name of Member: [Handwritten Signature]


Date: 10 / 01 / 2017.

Written Name of Member and Title: ti li

Signature Name of Member: 

Date: 10 / 01 / 2017

Written Name of Member and Title: Jay Patel

Signature Name of Member: 

Date: 10 / 01 / 2017.

RESOLUTION NO. -21-09-19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING A SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CORINTH, THE CORINTH ECONOMIC DEVELOPMENT CORPORATION AND 6Q HOSPITALITY, L.L.C., IN CONNECTION WITH THE CONSTRUCTION AND OPERATION OF A HOTEL AND CONFERENCE CENTER IN CORINTH THAT, AMONG OTHER THINGS,

CLARIFIES THE PERFORMANCE OBLIGATIONS OF THE PARTIES AND EXTENDS THE DATES FOR CERTAIN PERFORMANCE OBLIGATIONS OF THE PARTIES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON THE BEHALF OF THE CITY AND THE PRESIDENT ON THE BEHALF OF THE CORINTH ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1. The Second Amended and Restated Chapter 380 Economic Development Incentive Agreement (the "AGREEMENT") attached hereto is approved.
- PART 2. The City Manager is authorized to execute this Agreement on behalf of the City.
- PART 3. The President is authorized to execute this Agreement on behalf of the CEDC.
- PART 4. This Resolution is in full force and effect upon its adoption.

ADOPTED on this 16th day of SEPTEMBER 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie
City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF CORINTH
Staff Report

Meeting Date:	9/16/2021	Title: Public Hearing Budget
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Hold a public hearing to receive community input on the FY 2021-2022 Annual Program of Services.

Item Summary/Background/Prior Action

The following notice was published on Saturday, September 4, 2021 in the Denton Record Chronicle and placed on the City’s website.

PUBLIC HEARING NOTICE: The City Council for the City of Corinth will hold a public hearing on the 2021-2022 Annual Program of Services on Thursday, September 16, 2021, at 7:00 p.m., in the City Council Chambers located at 3300 Corinth Parkway, Corinth, Texas. The meeting will be held for the purpose of receiving community input on the 2021-2022 Annual Program of Services. All interested residents are encouraged to attend.

The FY 2021-2022 Proposed Budget was submitted to City Council by July 31, 2021, as required by the City Charter. The proposed budget is also available online on the City’s website www.cityofcorinth.com.

Applicable Owner/Stakeholder Policy

City Charter and Local Government Code Chapter 102 require that prior to budget adoption, a public hearing be conducted to allow residents the opportunity to provide input on the proposed budget.

Staff Recommendation/Motion

N/A

CITY OF CORINTH
Staff Report

Meeting Date:	9/16/2021	Title: Public Hearing Tax Rate
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Hold a public hearing on a proposal to consider a tax rate, which will exceed the No New Revenue Tax Rate and will increase total tax revenues from properties on the tax roll in the preceding tax year.

Item Summary/Background/Prior Action

The *Notice of Public Hearing on Tax Increase* for the City of Corinth was published in the Denton Record Chronicle on Saturday, September 4, 2021, as required by the Texas Property Tax Code timetables. The publication notices were calculated based on the highest possible rate the City Council may consider. The City Council may adopt any rate below the published tax rate. On August 19, 2021, Council voted to publish a FY2021-2022 tax rate of \$.57817 that will be considered for approval on September 16, 2021. The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Corinth is not required to hold an election at which voters may accept or reject the proposed tax rate. However, residents may express their support for or opposition to the proposed tax rate.

The City Council will vote on both the budget and the proposed tax rate at a meeting scheduled on Thursday, September 16, 2021, at 7:00 p.m., located at the Corinth Municipal Council Chambers at 3300 Corinth Parkway, Corinth, Texas.

Applicable Owner/Stakeholder Policy

According to Property Tax Code Section 26.05(d), the City is required to hold a public hearing on the proposed tax increase if the City Council is proposing a tax rate that exceeds the No New Revenue Tax Rate. Additional requirements include publishing a quarter-page notice informing the public of the proposed tax rate, formula for estimated tax amount, and the date, time, and location of the required public hearing.

Staff Recommendation/Motion

N/A

CITY OF CORINTH
Staff Report

Meeting Date:	9/16/2021	Title: Budget Adoption
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Consider and act on an Ordinance adopting a Budget and the first year of the Capital Improvement Plan and appropriating resources for the budget year beginning October 1, 2021 and ending September 30, 2022 for the City of Corinth; and providing an effective date.

Item Summary/Background/Prior Action

This item is to adopt and appropriate funds for the FY 2021-2022 budget. Prior to this meeting, the City followed Truth-in-Taxation public notice requirements, held a public hearing on the tax rate and a public hearing on the proposed budget. Interested taxpayers were given the opportunity to provide feedback on the tax rate and proposed budget.

The annual budget continues to provide the financial resources to support our community need and is developed based on the Strategic Plan and the following guiding principles:

- Perform all budgetary functions in complete and open transparency
- Reduce tax rate when possible while maintaining service levels
- Be fiscally responsible while meeting city departmental needs
- Maintain reserves in accordance with statutory requirements and financial policies.
- Use fund balance only for one-time expenditures or for temporary budgetary stabilization in an economic downturn.

The total budget includes expenditures of \$53,259,299.

Applicable Owner/Stakeholder Policy

Section 9.04 City Council Action, Section B. Adoption of the Budget states that the budget and tax rate may be adopted at any regular or special meeting of the Council prior to the beginning of the budgeted fiscal year by a vote of three Councilmembers, or such number of votes as is required by state law. The Council may amend the proposed budget by increasing, decreasing, or removing any programs or amounts, except for expenditures required by law, for debt service or for estimated cash deficit. No amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income plus funds available from prior years.

Staff Recommendation/Motion

I move to approve an ordinance adopting the Budget and the first year of the Capital Improvement Plan and appropriating resources for the budget year beginning October 1, 2021 and ending September 30, 2022 for the City of Corinth.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, ADOPTING A BUDGET AND THE FIRST YEAR OF THE CAPITAL IMPROVEMENT PLAN AND APPROPRIATING RESOURCES FOR THE BUDGET YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, FOR THE CITY OF CORINTH, INCLUDING OPERATION OF GENERAL GOVERNMENT, THE WATER / WASTEWATER UTILITY FUND, THE STORM WATER UTILITY FUND, THE STREET MAINTENANCE SALES TAX FUND, THE DEBT SERVICE FUND, THE ECONOMIC DEVELOPMENT CORPORATION FUND, THE CRIME CONTROL AND PREVENTION DISTRICT FUNDS, THE FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL DISTRICT AND VARIOUS SPECIAL REVENUE AND RESTRICTED FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the laws of the State of Texas and the City Charter, the budget covering proposed expenditures for the fiscal year beginning October 1, 2021 and ending September 30, 2022 was filed with the City Secretary; and

WHEREAS, the City Council conducted budget workshops on the proposed budget on August 5, August 12, August 19 and September 2, 2021 and fully considered the proposed budget; and

WHEREAS, the City Council has determined it necessary to establish the Street Rehabilitation Fund to support and ensure that the annual Street Rehabilitation programs are part of a long-term pavement management program. Street Rehabilitation funds shall be used only for to maintain the city streets, curbs, and sidewalks.

WHEREAS, the City Council has determined it necessary to establish the Community Event Fund to administer community sponsorships for events. The Community Event funds shall be used only for events that energize the community residents and visitors through music, food, history, arts and culture.

WHEREAS, in accordance with the provisions of the City Charter and the Local Government Code, the City Council of the City of Corinth, Texas published notice of and conducted a public hearing on the budget on September 16, 2021;

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

SECTION 1.

That the City Council adopts the budget for the City of Corinth, Texas, a copy of which is on file in the office of the City Secretary and incorporated herein by reference as if copied verbatim and which is hereinafter referred to as the “budget”, for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

SECTION 2.

That the sum of Twenty Million Nine Hundred Ten Thousand Four Hundred Ninety-Nine Thousand Nine Hundred and Ten Dollars (\$20,910,499) is hereby appropriated out of the General Fund revenues for the payment of operating expenses of the City Government, as set forth in the budget.

SECTION 3.

That the sum of Four Million Three Hundred Twenty Thousand Five Hundred and One Dollars (\$4,320,501) is hereby appropriated out of the General Debt Service Fund revenues and reserve for the payment of the annual general debt service requirements, as set forth in the budget.

SECTION 4.

That the sum of Fourteen Million Seven Hundred Three Thousand and Two Hundred Eighty-Six Dollars (\$14,703,286) is hereby appropriated out of the Water/Wastewater Utility Fund revenues for the payment of operating expenses of the Water/Wastewater Utility Fund, as set forth in the budget.

SECTION 5.

That the sum of Five Hundred Fifty-Nine Thousand Six Hundred Eighty-Two Dollars (\$559,682) is hereby appropriated out of the Street Maintenance Sales Tax Fund revenues for the payment of street maintenance operating expenses, as set forth in the budget.

SECTION 6.

That the sum of Eight Hundred Eighty-Five Thousand Three Hundred and Eighty-Eight Dollars (\$885,388) is hereby appropriated out of the Economic Development Corporation revenues for the payment of operating expenses of the Economic Development Corporation, as set forth in the budget.

SECTION 7.

That the sum of Four Hundred Eighty Thousand Eight Hundred and Seventy-Two Dollars (\$480,872) is hereby appropriated out of the Crime Control & Prevention District revenues for the payment of operating expenses of the Crime Control & Prevention District, as set forth in the budget.

SECTION 8.

That the sum of Four Hundred Forty-Two Thousand One Hundred and Seventy-Six Dollars (\$442,176) is hereby appropriated out of the Fire Control, Prevention and Emergency Medical District revenues for the payment of operating expenses of the Fire Control, Prevention and Emergency Medical District, as set forth in the budget.

SECTION 9.

That the sum of Zero Dollars (\$0) is hereby appropriated out of the Reserve Funds for the payment of operating expenses, as set forth in the budget.

General Asset Management	\$	0
Utility Asset Management	\$	0
Stormwater Asset Management	\$	0
Utility Rate Reserve	\$	0

SECTION 10.

That the sum of Five Hundred Thousand Dollars (\$562,360) is hereby appropriated out of the Impact Fee/Escrow Funds for the payment of operating expenses, as set forth in the budget.

Water Impact Fee	\$	203,500
Wastewater Impact Fee	\$	100,000
Stormwater Impact Fee	\$	0
Roadway Impact Fee	\$	100,000
Street Escrow	\$	158,860

SECTION 11.

That the sum of Eight Hundred Fifty-Four Thousand and Eighty-Four Dollars (\$854,084) is hereby appropriated out of the following Special Revenue Funds for the payment of operating expenses, as set forth in the budget.

Hotel Occupancy Tax	\$ 190,070
Keep Corinth Beautiful	\$ 9,000
Child Safety Program	\$ 29,500
Municipal Court Security	\$ 12,000
Municipal Court Technology	\$ 27,000
Police Confiscation – State	\$ 27,053
Police Confiscation – Federal	\$ 10,821
Street Rehabilitation	\$ 100,000
Park Development	\$ 189,000
Community Park Improvement	\$ 19,510
Tree Mitigation	\$ 50,000
Reinvestment Zone #2	\$ 0
Reinvestment Zone #3	\$ 0
Economic Development Foundation	\$ 0
Short Term Vehicle Rental Tax	\$ 0
Broadband Utility	\$ 27,780
Community Event	\$ 162,350

SECTION 12.

That the sum of One Million Fifty-Four Thousand Five Hundred and Sixty-Six Dollars (\$1,054,566) is hereby appropriated out of the following Internal Service Funds for the payment of operating expenses, as set forth in the budget.

Technology Replacement	\$ 127,000
General Capital Replacement	\$ 0
Fire Department Capital Replacement	\$ 401,216
Utility Meter Replacement	\$ 86,350
Utility Capital Replacement	\$ 440,000

SECTION 13.

That the sum of Seven Million Seven Hundred Twenty-Six Thousand Seventy-Five Dollars (\$7,726,075) is hereby appropriated out of the following Grant Funds for the payment of operating expenses, as set forth in the budget.

American Rescue Plan Grant	\$ 4,818,442
Lynchburg Creek Grant	\$ 2,907,633

SECTION 14.

That the City Council approves the first year of the Capital Improvement Program Budget, as set forth in the budget.

SECTION 15.

This Ordinance shall take effect from and after its adoption.

PASSED AND APPROVED BY A VOTE OF AT LEAST TWO-THIRDS OF THE CITY COUNCIL ON THE 16th DAY OF SEPTEMBER, 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

CITY OF CORINTH
Staff Report

Meeting Date:	9/16/2021	Title:	Approve Tax Rate
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on an Ordinance levying and adopting the tax rate for the 2021-2022 Fiscal Year.

Item Summary/Background/Prior Action

The proposed tax rate of \$0.56700 per \$100 valuation is used to balance the FY 2021-2022 Budget. The tax rate is above the no new revenue tax rate of \$0.54826 but is below the Voter-Approval Tax Rate of \$.58503 and the De Minimis Tax Rate of \$.57772. As required by Property Tax Code Section 26.05(d), the City held a public hearing on the proposed tax increase on September 16, 2021. Additionally, the *Notice of Public Hearing on Tax Increase* for the City of Corinth was published in the Denton Record Chronicle on September 4, 2021.

The proposed property tax rate should generate \$14,722,073 in property tax revenue to support the general fund and the debt service fund. The distribution of the tax rate and property tax revenue is as follows:

Fund	<u>Tax Rate</u>	<u>Tax Revenue</u>
General Fund	\$0.42700	\$11,086,993
Debt Service Fund	\$0.14000	\$3,635,080
Total	\$0.56700	\$14,722,073

Staff Recommendation/Motion

Proposed Motion: I move to approve an ordinance establishing the property tax rate of \$0.56700 per \$100 assessed valuation, which is effectively a 3.04% increase in the tax rate.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, LEVYING TAXES AND FIXING AND ADOPTING THE TAX RATE ON ALL TAXABLE PROPERTY FOR THE YEAR 2021 AT THE RATE OF \$0.56700 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUE ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2021; THE SAID TAX RATE HAVING A MAINTENANCE AND OPERATIONS COMPONENT AND A DEBT SERVICE COMPONENT; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Section 26.05 of the Texas Tax Code requires that the City of Corinth, Texas (the “City”), adopt a tax rate for the 2021-2022 fiscal year by September 30, 2021; and

WHEREAS, pursuant to Chapter 26 of the Texas Tax Code, a public hearing on the proposed annual budget for the City of Corinth, Texas, for the fiscal year beginning October 1, 2021 and ending September 30, 2022, has been duly advertised, and hearing held on September 16, 2021; and

WHEREAS, the City, in compliance with the State of Texas Truth-in-Taxation laws, has advertised the proposed tax rate and conducted a public hearing on the proposed tax rate, and all notices and hearings and other applicable steps required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held; and

WHEREAS, Section 26.05(a) of the Texas Tax Code provides that the tax rate consists of two components, one of which will impose the amount of taxes needed to pay debt service, and the other of which will impose the amount of taxes needed to fund maintenance and operation expenses for the next year, and each of which must be approved separately; and

WHEREAS, the tax rate set forth herein consists of two components, as required, and they are approved separately; and

WHEREAS, upon full review and consideration of the matter, the City Council is of the opinion that the tax rate for the year 2021 set, fixed, and adopted herein below in proper.

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

Section 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Tax Levied. That there is hereby levied and ordered to be assessed and collected an ad valorem tax rate of \$0.56700 on each One Hundred Dollars (\$100.00) of assessed valuation

for all taxable property located in the City of Corinth on the 1st day of January 2021, and not exempted from taxation by the constitution and laws of the State of Texas to provide for the expenses of the City of Corinth for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022. The said tax is made up of components, as set forth in this Ordinance:

- a. For the maintenance and support of the General Government (General Fund) for the fiscal year 2021-2022, **\$0.42700** on each \$100 valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.67 PERCENT AND WILL LOWER TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$12.23.

- b. For debt services for the fiscal year 2021-2022, **\$0.14000** on each \$100 valuation of property.

THIS TAX RATE WILL RAISE TAXES FOR DEBT SERVICE WHEN COMPARED TO LAST YEAR'S TAX RATE.

THE TAX RATE WILL RAISE TAXES PAID FOR DEBT SERVICE ON A \$100,000 HOME BY APPROXIMATELY \$1.06.

Section 3. Penalties and Interest. Provisions relative to penalties, interest and remedies for the collection of delinquent taxes, as set out in the Charter and the Code of the City of Corinth, Texas, as amended, and the laws of the State of Texas, shall be used in the collection of the taxes levied herein.

Section 4. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

Section 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 6. Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law after its passage by at least 60% of the Council by a record vote.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Corinth, Texas, on this 16th day of September, 2021, with the following motion by _____: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.56700 per \$100 valuation, which is effectively a 3.04 percent increase in the tax rate"; seconded by _____, the above and foregoing ordinance was passed and approved by record vote.

PASSED AND APPROVED THIS THE 16th DAY OF SEPTEMBER, 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney

CITY OF CORINTH
Staff Report

Meeting Date:	9/16/2021	Title:	Approve Tax Rolls
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Restaurants	<input type="checkbox"/> Conveniently located <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> Keep Corinth Beautiful N/A	<input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on an Ordinance approving the 2021 Tax Roll and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

Item Summary/Background/Prior Action

The Roll is calculated by taking the 2021 Certified Appraisal Roll of \$2,596,485,450 and applying the 2021 adopted tax rate of \$.56700 per \$100 valuation.

Chapter 26 of the Property Tax Code requires municipalities to adopt an estimated collection rate to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of the tax rate proposal.

The anticipated collection rate used for the General Fund and the Debt Service Fund is 100% for the 2021-2022 fiscal year. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

Applicable Owner/Stakeholder Policy

The Texas Property Tax Code, Section 26.09 (e) requires that the City Council approve the tax roll as submitted by the Assessor.

Staff Recommendation/Motion

I move to approve the Ordinance accepting the 2021 Tax roll and to accept the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, APPROVING THE 2021 TAX ROLLS AND PROVIDING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:

SECTION 1. The City Council hereby approves the 2021 tax rolls of the City of Corinth, Texas, as approved by the Appraisal Review Board of the Denton Central Appraisal District, which, with amounts of tax as approved by the governing body, will result in a tax levy in the amount of \$14,722,073 based on the Certified Appraisal Roll and raise more revenue from property taxes than in the previous year.

SECTION 2. The City Council hereby establishes the anticipated collection rate used for the General Fund and the Debt Service Fund to 100% for the 2021-2022 fiscal year. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 16 day of September, 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY

City Attorney

CITY OF CORINTH
Staff Report

Meeting Date:	9/16/2021	Title:	Ratify Tax Rate
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider vote to ratify the property tax increase reflected in the city’s annual budget for FY2021-2022.

Item Summary/Background/Prior Action

Section 107.003(c) of the Texas Local Government Code states that adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this section of the code must be separate from the vote to adopt the budget or a vote to set the tax rate.

Staff Recommendation/Motion

Proposed Motion: I move to ratify the property tax increase reflected in the city’s annual budget for FY 2021-2022.

CITY OF CORINTH
Staff Report



Meeting Date:	9/16/2021	Title: Alternative Compliance – Tree Preservation, 2201 Pinnell Court (AC21-0013)
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.	

Item/Caption

Consider and act upon an Alternative Compliance Application for Tree Preservation for a Single-Family Residential Lot on ±.46 acres, located at 2201 Pinnell Court in The Bluffs at Pinnell Pointe Subdivision. (AC21-0013)

Item Summary/Background/Prior Action

The Applicant is requesting approval of an Alternative Compliance Application (AC21-0013) for Tree Preservation (required under Section 2.09.02) as presented in the attached worksheet and accompanying exhibits.

The site is presently vacant, and the Applicant is proposing to construct single family residence at the site. The subject property is located within the Bluffs at Pinnell Pointe subdivision, which was platted in 2007. A grading plan for this property has been reviewed and approved by the City Engineer as a requirement for development in this subdivision.

The attached Tree Survey, Protection and Mitigation plan shows the location of all trees on site, with markups showing the trees to be removed and trees to be preserved. As noted in the Application for Alternative Compliance Worksheet, the Applicant is requesting authorization to:

1. Remove 23 protected trees, for a total of 198 Caliper Inches (CI)
2. Preserve 22 protected trees, for a total of 197.5 CI.
3. Pay a fee-in-lieu-of replacement of non-exempt protected trees.

In accordance with Section 2.09.02 of the Unified Development Code, the Applicant is entitled to receive a “Heavily Treed Lot” exemption, which grants a 50% reduction in the number of caliper inches required to be mitigated (replaced) at any site that has an existing canopy coverage of at least 50% of the site’s land area. Therefore, the 52.5 CI of mitigation would be reduced to 27 CI with this allowance.

In past practice, for individual platted but undeveloped single-family lots, trees removed from the area within the building footprint of the proposed residence, plus a five-foot buffer, the driveway, and easements have been offered for exemption from mitigation requirements. Staff recommends that trees removed from these areas be exempt from replacement, which amounts to 16 protected trees or 145.5 CI.

After the above-mentioned exemptions and 50% heavily treed lot reduction are applied, a total of 52.5 caliper inches will be required to be mitigated.

The Applicant indicates that there is insufficient land area for replacement trees to be planted, and therefore requests a fee-in-lieu of replacement of protected trees. The fee-in-lieu-of replacement rate is \$150.00 per caliper inch, which results in an \$4,050.00 fee. As has been granted for other lots in this subdivision, Staff recommends reducing the rate to \$70.00 dollars per caliper inch, resulting in a \$1,890.00 fee-in-lieu-of mitigation.

Additionally, Staff is requesting that City Council grant Staff the flexibility to administratively address additional protected tree removal that may be required during the construction phase and the removal cost will be \$70.00/CI.

Please note that 22 protected trees will be preserved at the site. These trees are separate from the Landscape Regulations of Section 2.09.01 of the UDC, which require the planting of fourteen (14) caliper inches of new trees. Compliance with these requirements will be addressed during the Building Permit process.

Applicable Owner/Stakeholder Policy

Governance Policy

Attachments

- 1. Alternative Compliance Worksheet
- 2. Tree Preservation Plan

Staff Recommendation/Motion

Staff recommends approval of the Alternative Compliance Application as presented and authorizing the removal of protected trees, granting the recommended exemptions and fee-in-lieu-of replacement of mitigation to be paid as outlined in this report, the accompanying Tree Preservation Plan, and Alternative Compliance Worksheet.

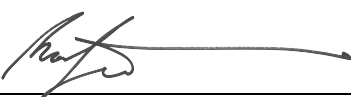
Motion to approve the Alternative Compliance Application as recommended above.

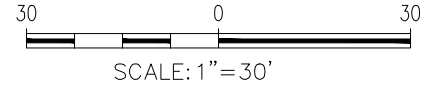
**Application for Alternative Compliance
Tree Replacement and Fee-In-Lieu-of Replacement**

Tree Survey/Tree Protection Plan		
	Number	Caliper Inches
A. Tree Survey: Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a Registered Landscape Architect or Certified Arborist . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.B.3.b.	45	395.5"
B. Tree Protection Plan: Calculate and graphically show the following:		
a. Total Protected Trees to be removed from site	23	198.0"
b. Total Protected Trees to be preserved on site	22	197.5"
c. Total Protected Trees Required to be Replaced (Section 2.09.02B.3.)	6	52.5"
Subtotal:	6	52.5"
d. Total Protected Trees required to be Replaced as listed above may be reduced (if determined to meet definition of " <u>Heavily Tree Lot</u> " as calculated in item C., below).		
– Less 50%	3	27.0"
Total:	3	27.0"

C. Heavily Treed Lots: Graphically show and provide the calculations demonstrating that the "Protected Tree" Canopy Coverage on the lot is 50% or more of the land area. *	Protected Tree Canopy Coverage	
	Acres/sq. ft.	Percent
1. Total Lot Area:	0.462 Ac	100%
2. Total Area of "Protected Tree" Canopy Coverage:	0.373 Ac	80%
*Attach a separate exhibit (Tree Canopy Coverage) which is based on Tree Survey exhibit provided in A., above.		

D. Alternative Compliance Request: City Council may approve requests to (1) plant replacement trees and/or (2) make payment of a fee-in-lieu-of tree replacement.			
		Number	Caliper Inches
1.	Request: To plant "Replacement Trees" on the same property or on another property within City Limits. Note that proposed "Replacement Trees" shall be <u>shown on a Landscape Plan</u> and be <u>distinguished from other required landscaping material</u> e.g., Shall not include trees required per lot, in landscape buffers, etc., as required by other zoning and subdivision regulations.		
2.	Request: Fee-in-Lieu-of Replacement of Protected Trees. Identify the criteria necessitating the request for payment of a fee in lieu of replacement fees. City Council May Approve on for developments which meet one of the following Criteria per Section 2.09.02. K.2.		
	Select one of the criteria listed below:	Caliper inches	Fee-in-Lieu-of Amount*
X	a. Subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees	27.0"	\$1,890.00
	b. Required replacement trees were to be installed, the replacement trees would be planted under the canopy of any existing trees.		
	c. Required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)		
	d. City has no available property for additional trees to be planted		
Total:		27.0"	\$1,890.00
*Reference City of Corinth Fee Schedule			

Applicant: John R. McAdams Company	Property Location: 2201 PINNELL COURT, CORINTH, TEXAS, 76210
Calculations and attached Exhibits were completed by Registered Landscape Architect or Certified Arborist. Name: Ron Stewart, RLA	Signature/Seal: 



LEGEND

EXISTING TREE CANOPY

16,254 S.F. TREE CANOPY / 20,125 LOT AREA = 0.80% TREE CANOPY COVERAGE

PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW
 AND IS NOT INTENDED FOR CONSTRUCTION,
 BIDDING, OR PERMIT PURPOSES.
 RON STEWART LANDSCAPE ARCHITECT #791
 DATED 9/2/2021

The John R. McAdams
 Company, Inc.
 111 Hillside Drive
 Lewisville, Texas 75057
 972.436.9712
 201 Country View Drive
 Rockwall, Texas 75082
 940.240.1012
 TBP#: 19762 TBP#: 10194440
 www.gpacm.com
 www.mcadamsco.com



2201 PINNELL COURT
 Lot 6, Block F
BLUFFS AT PINNELL POINT
 0.462 Acres
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

**TREE CANOPY
 EXHIBIT**

Drawn By: XD
 Date: 09/03/2021
 Scale: 1" = 30'
 Revisions:

2020310208

File: M:\Projects\Nat\Grp\2021\10208\04-Production\Planning and LA\Exhibits\Landscape Architecture\2021\10208-151
 Plotted: 9/2/2021 9:25 AM, by Davis, Xochiljy; Saved: 9/1/2021 3:52 PM, by xDavis

The John R. McAdams
Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 Country View Drive
Rockwall, Texas 75082
940.240.1012
www.jrma.com
www.mcadamsco.com

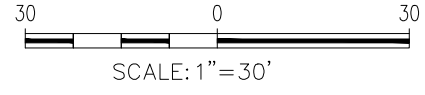


2201 PINNELL COURT
Lot 6, Block F
BLUFFS AT PINNELL POINT
0.462 Acres
CITY OF CORINTH
DENTON COUNTY, TEXAS

**TREE SURVEY,
PROTECTION AND
MITIGATION PLAN**

Drawn By: XD
Date: 09/03/2021
Scale: 1" = 30'
Revisions:

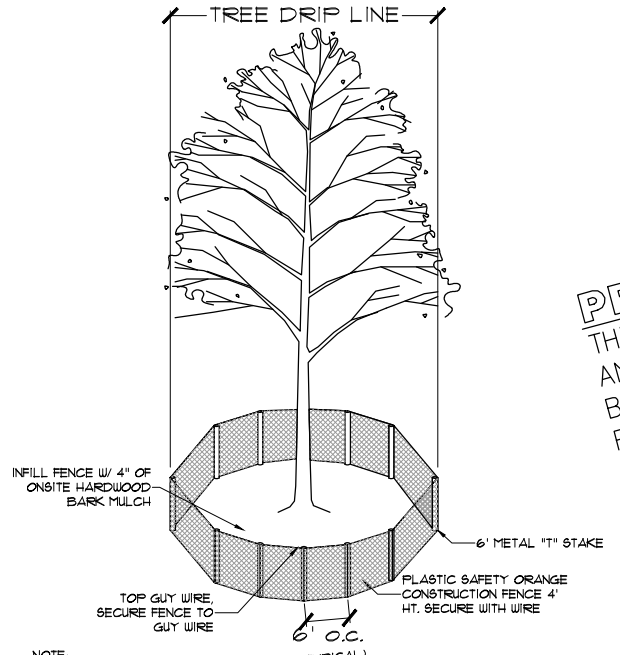
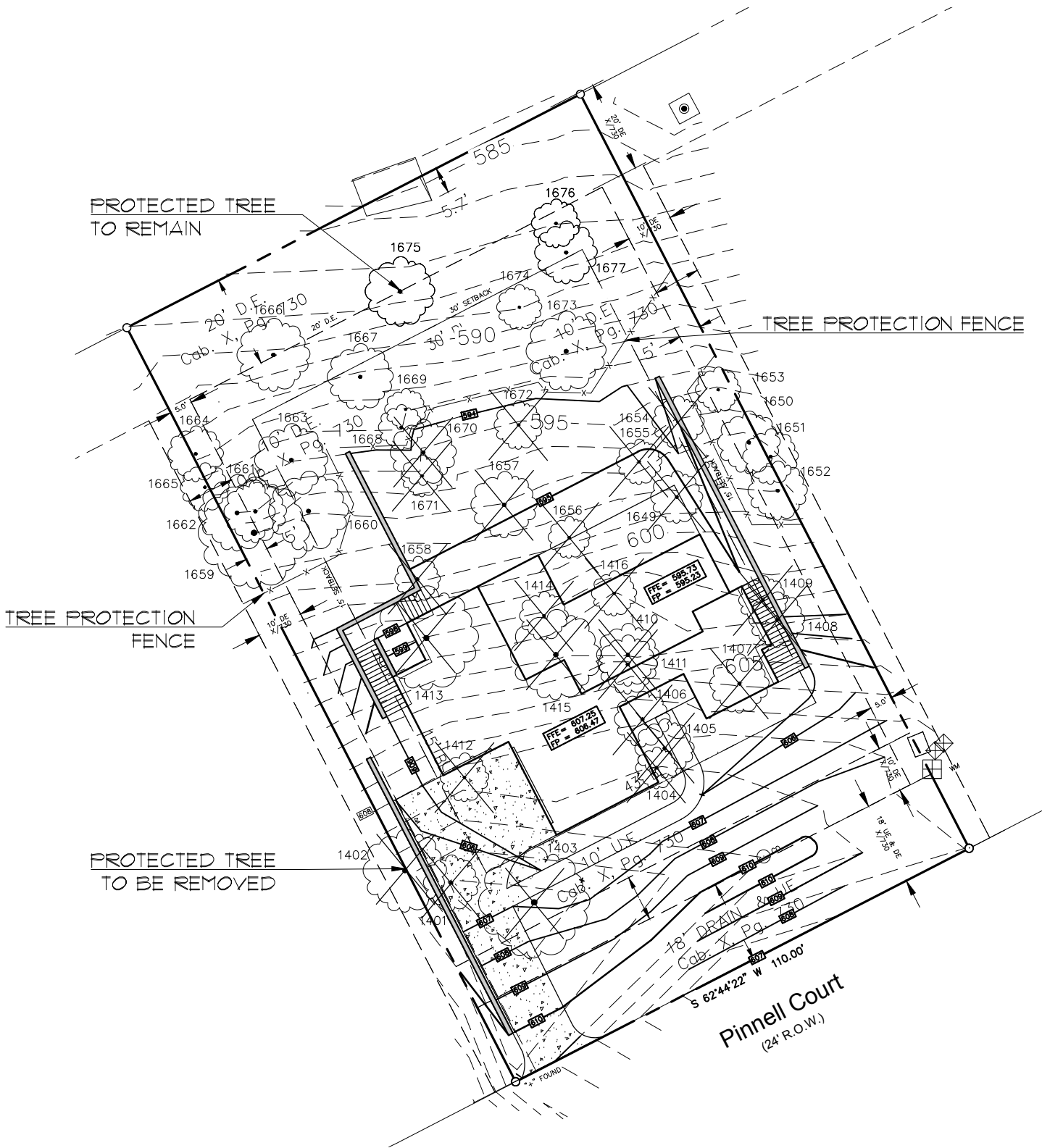
2020310208



LEGEND

- EXISTING PROTECTED TREE
- EXISTING PROTECTED TREE TO BE REMOVED
- PROTECTED TREE FENCING

NOTE: NO MITIGATION SHALL BE REQUIRED FOR PROTECTED TREES THAT ARE WITHIN THE 5' OF THE FOOTPRINT OF THE HOME.



NOTE:
TREE PROTECTION FENCE MUST BE INSTALLED BEFORE ANY GRADING OR CONSTRUCTION BEGINS.
LANDSCAPE ARCHITECT MUST BE PRESENT WHEN ANY WORK IS DONE WITHIN THE TREE PROTECTION FENCE.

1. PROTECTED TREE PROTECTION FENCING
NTS

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
RON STEWART LANDSCAPE ARCHITECT
DATED 9/2/2021

File: M:\Projects\NatTGrp\20210208\04-Production\Planning and LA\Exhibits\Landscape Architecture\20210208-TS1
Plotted: 9/2/2021 10:18 AM, by Davis, Xochitl; Saved: 9/1/2021 3:52 PM, by xdoavis

LIST #	TREE #	CAL. INCH	COMMON NAME	SCIENTIFIC NAME	PROTECTED	SPECIMEN	REMOVED	EXEMPT
1	1401	8	TEXAS ASH	Fraxinus texana	YES	NO	YES	DRIVEWAY
2	1402	12	POST OAK	Quercus stellata	YES	NO	YES	DRIVEWAY
3	1403	16	POST OAK	Quercus stellata	YES	NO	YES	NOT EXEMPT
4	1404	6	TEXAS ASH	Fraxinus texana	YES	NO	YES	WITHIN 5' OF FOOTPRINT
5	1405	8.5	TEXAS ASH	Fraxinus texana	YES	NO	YES	WITHIN 5' OF FOOTPRINT
6	1406	8	TEXAS ASH	Fraxinus texana	YES	NO	YES	WITHIN 5' OF FOOTPRINT
7	1407	8.5	BLACKJACK OAK	Quercus marilandica	YES	NO	YES	WITHIN 5' OF FOOTPRINT
8	1408	8	TEXAS ASH	Fraxinus texana	YES	NO	YES	WITHIN 5' OF FOOTPRINT
9	1409	7	TEXAS ASH	Fraxinus texana	YES	NO	YES	WITHIN 5' OF FOOTPRINT
10	1410	9	POST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
11	1411	8.5	BLACKJACK OAK	Quercus marilandica	YES	NO	YES	WITHIN 5' OF FOOTPRINT
12	1412	7	TEXAS ASH	Fraxinus texana	YES	NO	YES	DRIVEWAY
13	1413	15	POST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
14	1414	7	TEXAS ASH	Fraxinus texana	YES	NO	YES	WITHIN 5' OF FOOTPRINT
15	1415	13	POST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
16	1416	6.5	TEXAS ASH	Fraxinus texana	YES	NO	YES	WITHIN 5' OF FOOTPRINT
17	1649	7.5	TEXAS ASH	Fraxinus texana	YES	NO	YES	WITHIN 5' OF FOOTPRINT
18	1650	9	POST OAK	Quercus stellata	YES	NO	NO	
19	1651	8	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	
20	1652	8.5	POST OAK	Quercus stellata	YES	NO	NO	
21	1653	6.5	CEDAR ELM	Ulmus crassifolia	YES	NO	NO	
22	1654	7.5	POST OAK	Quercus stellata	YES	NO	YES	NOT EXEMPT
23	1655	6.5	POST OAK	Quercus stellata	YES	NO	YES	NOT EXEMPT
24	1656	6	BLACKJACK OAK	Quercus marilandica	YES	NO	YES	WITHIN 5' OF FOOTPRINT
25	1657	9.5	POST OAK	Quercus stellata	YES	NO	NO	
26	1658	6.5	TEXAS ASH	Fraxinus texana	YES	NO	NO	
27	1659	16	POST OAK	Quercus stellata	YES	NO	NO	
28	1660	11.5	POST OAK	Quercus stellata	YES	NO	NO	
29	1661	9	TEXAS ASH	Fraxinus texana	YES	NO	NO	
30	1662	11	POST OAK	Quercus stellata	YES	NO	NO	
31	1663	10.5	POST OAK	Quercus stellata	YES	NO	NO	
32	1664	8	POST OAK	Quercus stellata	YES	NO	NO	
33	1665	7	POST OAK	Quercus stellata	YES	NO	NO	
34	1666	10.5	POST OAK	Quercus stellata	YES	NO	NO	
35	1667	9.5	POST OAK	Quercus stellata	YES	NO	NO	
36	1668	6.5	POST OAK	Quercus stellata	YES	NO	NO	
37	1669	6	POST OAK	Quercus stellata	YES	NO	NO	
38	1670	9.5	POST OAK	Quercus stellata	YES	NO	YES	NOT EXEMPT
39	1671	6	POST OAK	Quercus stellata	YES	NO	YES	NOT EXEMPT
40	1672	7	POST OAK	Quercus stellata	YES	NO	YES	NOT EXEMPT
41	1673	11.5	POST OAK	Quercus stellata	YES	NO	NO	
42	1674	6.5	TEXAS ASH	Fraxinus texana	YES	NO	NO	
43	1675	10	POST OAK	Quercus stellata	YES	NO	NO	
44	1676	7	TEXAS ASH	Fraxinus texana	YES	NO	NO	
45	1677	9	POST OAK	Quercus stellata	YES	NO	NO	

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
 - 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
 - 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
 - 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
 - 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
 - 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
 - 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
 - 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner of their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) If the site requires construction within the dripline of a specimen tree, Town of Flower Mound will require a letter from a certified arborist about measures to mitigate the impact of construction.
 - 3) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 4) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
 - 5) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 6) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 7) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "air dug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 8) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 9) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 10) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified
 - 11) All aerobic septic system spray heads shall be installed greater than 10 feet away from the trunks of any existing trees 6" in caliper or larger to remain.

TOTAL PROTECTED CALIPER INCHES = 395.50"
CALIPER INCHES SAVED = -197.50"
CALIPER INCHES REMOVED = 198.00"
CALIPER INCHES EXEMPT (Footprint of residence (+5'), Driveways, and Easements) = -145.50"
HIGHLY TREED LOT MITIGATION @ 50% (52.50" x 0.5) = -27.00"
CALIPER INCHES TO BE MITIGATED = -27.00"



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 201 Country View Drive
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 TBP#: 19762 TBP#: 10194440
 www.mcadamsco.com



MCADAMS

2201 PINNELL COURT
Lot 6, Block F
BLUFFS AT PINNELL POINT
0.462 Acres
CITY OF CORINTH
DENTON COUNTY, TEXAS

TREE SURVEY, PROTECTION AND MITIGATION PLAN

Drawn By: XD
 Date: 09/03/2021
 Scale:
 Revisions:

2020310208

File: M:\Projects\NotTrp\2021310208\04-Production\Planning and LA\Exhibits\Landscape Architecture\2021310208-T51 Plotfed: 9/2/2021 10:07 AM, by Davis, Xochitlyn. Saved: 9/1/2021 3:52 PM, by xdoavis

CITY OF CORINTH
Staff Report



Meeting Date:	9/16/2021	Title: Contract Mowing – Community Parks
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Consider approval of a contract with Brightview Landscape for FY 2021-2022 mowing and treatment of the Community Park, non-athletic field areas, with an amount not to exceed \$72,500, and authorize the City Manager the execute the necessary documents.

Item Summary/Background/Prior Action

Staff is requesting approval of a contract with Brightview Landscape for mowing and treatment services for the non-athletic field areas at Community Park.

Financial Impact

The Contract was budgeted for FY 2021-2022

Staff Recommendation/Motion

Approve as presented.

CITY OF CORINTH BID #1143
 ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
 CORINTH COMMUNITY PARK

BID PROPOSAL FORM

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed. Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form" and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

Please note: The City estimates 7 mowings for the remainder of 2021. Remaining contract terms are estimated at 36 mowings per year.

ITEM NO.	EST. QTY.	DESCRIPTION	SINGLE MAINTENANCE COST	EXTENDED AMT.
1	36	Corinth Community Park, mowing edging, blowing 185,178 Sq yd \$ <u>.0066</u> per square yard	\$ 1,213.12	\$ 43,672.18
2	3	Application of Fertilizer, 28-3-10/28-0-0, 85,474.4 Sq yd \$ <u>.0131</u> per square yard	\$ 1,116.22	\$ 3,348.66
3	1	Application of Pre-Emergent, Dimension/Prodiamine, 85,474.4 Sq yd \$ <u>.0095</u> per square yard	\$ 811.00	\$ 811.00
4	1	Application of Pre-Emergent, Specticle, 85,474.4 Sq yd \$ <u>.0095</u> per square yard	\$ 811.00	\$ 811.00
5	2	Application of Post-Emergent, SpeedZone, 85,474.4 Sq yd \$ <u>.0095</u> per square yard	\$ 811.00	\$ 1,622.00
6	2	Application of Post-Emergent, Celsius/Certainty, 85,474.4 Sq yd \$ <u>.0095</u> per square yard	\$ 811.00	\$ 1,622.00
7	1	Overseed, Maya seed, 85,474.4 Sq yd As needed (determined by City) \$ <u>.0660</u> per square yard	\$ 5,638.43	\$ 5,638.43
8	1	Hydro Mulch, As needed (determined by City) \$ <u>0.63</u> per square yard	\$ —	\$ —
			TOTAL BID	\$ 57,525.27

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

SUBMITTAL EXCEPTION FORM

THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR BID

Any exceptions to the ITB (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.

EXEMPT FROM FORM 1295, DUE TO BEING PUBLICLY
TRADED COMPANY

There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the City may not accept additional exceptions after final submission of this bid.

Rat. Sell
Signature

BRIGHTVIEW LANDSCAPE
Company SERVICES, INC.

8.18.21
Date

No exceptions are taken to this solicitation.

Signature

Company

Date

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

COOPERATIVE PURCHASING

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

Yes No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

VENDOR REFERENCES

Please list three (3) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: CITY OF MCKINNEY
LOCATION: MCKINNEY, TX
CONTACT PERSON AND TITLE: MARTY SILLITO - PARK SUPERINTENDENT
TELEPHONE NUMBER: 972.547.7331
SCOPE OF WORK: LANDSCAPE / MAINTENANCE OF CITY PARKS
CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: CITY OF FRISCO
LOCATION: FRISCO, TX
CONTACT PERSON AND TITLE: GARRY THOMAS - IRRIGATION CREW LEAD
TELEPHONE NUMBER: 214.843.3483
SCOPE OF WORK: LANDSCAPE / MAINTENANCE OF CITY
CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: PLANO ISD
LOCATION: PLANO, TX
CONTACT PERSON AND TITLE: MARCOS RODRIGUEZ - GROUNDS MANAGER
TELEPHONE NUMBER: 409.752.1491
SCOPE OF WORK: LANDSCAPE / MAINTENANCE OF PLANO SCHOOLS
CONTRACT PERIOD: _____

Exempt from Form 1295, due to being publicly traded company.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____.			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

BRIGHTVIEW LANDSCAPE SERVICES, INC.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Neil Sell Signature of vendor doing business with the governmental entity

8.18.21 Date

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

CERTIFICATION FORM

In submitting this bid, the bidder agrees and certifies to the following conditions:

3. The undersigned agrees that after the official opening this Bid becomes the property of the City of Corinth.
4. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
5. The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the bidder.
6. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
7. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.
8. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
9. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
10. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
11. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
12. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
13. The undersigned understands they are responsible for monitoring the Bonfire website at <https://cityofcorinth.bonfirehub.com/> to ensure they have downloaded and signed all addenda required for submission with their response.
14. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name: BRIGHTVIEW LANDSCAPE SERVICES, INC.

Principal Place of Business Address, City, State, Zip: 980 JOLLY ROAD STE 300, BLUE BELL, PA 19422

Principal Place of Business Phone Number: 844.235.7778 Fax Number: _____

AUTHORIZED REPRESENTATIVE:

Rafi Saleh
Signature

8.18.21
Date

RAFI SALEH
Printed Name

BUSINESS DEVELOPER
Title

RAFI.SALEH@BRIGHTVIEW.COM
Email Address

972.469.3109
Phone



INVITATION TO BID
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK
BID #1143
CITY OF CORINTH, TEXAS

IMPORTANT DATES:

ITB Issue Date: Tuesday, August 3, 2021
ITB Publication Dates: August 3, 2021 & August 10, 2021
Questions Deadline: Friday, August 13, 2021 @ 10:00 AM CST
Bid Due Date and Time: Thursday, August 19, 2021 @ 10:00 AM CST
Public Opening Time: Thursday, August 19, 10:30 AM CST
Anticipated Contract Effective Date: October 1, 2021

Sealed bids for the materials or services specified will be received by the City of Corinth until the date and time as indicated above.

Bids will be received electronically through Bonfire, the City's e-procurement system at https://cityofcorinth.bonfirehub.com.

Electronic submittals must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.

Bid Contact:

Cindy Troyer
Purchasing Agent
purchasing@cityofcorinth.com
(940) 498-3286

Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal Forms. All forms in Appendix B must be completed, signed and returned with the bid.

Requests for additional information should be made no later than the questions deadline above and shall be directed to https://cityofcorinth.bonfirehub.com. All requests must be made in writing. Oral explanations will not be binding.

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid or specifications will be made by addenda. Addenda will be posted at https://cityofcorinth.bonfirehub.com It is the responsibility of the bidder to monitor the Bonfire website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The City of Corinth reserves the right to reject any and all bids and to waive defects in bids. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a bid on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. Please note that bids must be received by the due date and time shown above. Bids received later than the date and time above will not be considered. The City does not accept oral, telephone, or faxed bids. Bids submitted orally, by phone, email or fax will be disqualified and will not be considered in the evaluation process. Bids will be accepted only if submitted online through Bonfire. The City will not be responsible for, or consider missing, lost, or late submissions.

1. INTRODUCTION

The City of Corinth (City) is requesting bids for an annual contract for mowing/chemical treatment services for Corinth Community Park as described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this bid. It is the intent of the City to select one provider for the aforementioned goods/services. The successful bidder will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The successful bidder will be awarded a contract effective from date of award or notice to proceed as determined by the City; and will expire at midnight, December 31, 2022, unless earlier terminated by either party. At the City's option and approval by the Contractor, the contract may be renewed for three additional one (1) year periods, if agreed upon in writing by both parties. Bid prices will remain firm for the entire contract period.

If the City exercises the right to renew the contract, the awarded vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, may include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the awarded vendor(s) in complete form within the time specified, the City will rescind its option and seek a new bid solicitation.

2. SPECIFICATIONS/SCOPE OF SERVICES

Bidder shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

A. Contractor Responsibilities

Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements
2. Maintain proper and verifiable licenses and certifications
3. Adhere to all Federal, State and Local laws and regulations at all times
4. Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission

B. General Standards and Procedures

1. It is understood and agreed that the Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without the prior approval of the City. The City shall not pay for travel time.
2. The Contractor shall employ only such superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or who neglects or refuses to comply with or carry out the directions of the Contractor.
3. Contractor shall hire capable employees, qualified in mowing and maintenance work. The Contractor shall initially staff with trained and experienced personnel. A fully qualified force shall be on board at the beginning of the Contract performance and shall be maintained throughout the period of this contract. The Contractor shall provide close and continuing first-line supervision of its employees.

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4. The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this agreement. The Contractor's employees will hold harmless, release and defend the City from all claims of liability that directly or indirectly arise under the terms of this agreement.
5. At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.
6. The Contractor shall not recover from the City of Corinth the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, as a result of mowing/maintenance assignments regardless of the condition of the property.
7. Contractor shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Contractor.
8. The City's payment terms are net 30 days. The contract pricing will not adjust to inflation of prices during the term of the agreement.
9. Invoices for service shall contain at least the following information:
 - Service Date
 - Description of Services and Material provided
 - Total Amount
10. The City reserves the right to add locations at the same prices proposed.

C. Scope of Work

<u>Breakdown</u>	Qty.	
Mowing, edging, blowing of non-game fields	36	Services
Application of fertilizer 28-3-10/28-0-0, game fields 85,474.4 Sq. Yd.	3	Applications
Application of Pre-Emergent <i>Dimension/Prodiamine</i> , 85,474.4 Sq. Yd.	1	Application
Application of Pre-Emergent, <i>Specticle</i> 85,474.4 Sq. Yd.	1	Application
Application of Post-Emergent, SpeedZone 85,474.4 Sq. Yd.	2	Applications
Application of Post-Emergent, Celsius/Certainty 85,474.4 Sq. Yd.	2	Applications
Overseed Maya seed, application of game fields 85,474.4 Sq. Yd. City will determine when/if application will be done	As Needed	Application
Hydro Mulch. City will determine when/if hydro Mulch is needed.	As Needed	Application

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All work during the growing season will be required to be performed weekly at each location as indicated on the attached Exhibits. It will be assumed that the mowing season will be nine months long (excluding the months of December, January, and February). During the early and late mowing seasons, mowing maintenance will be biweekly (every other week) until it is necessary to begin weekly mowing again. The beginning/ending of and frequency of mowing will be determined by the City of Corinth.

All areas are to be mowed at a minimum of 2" and a maximum of 3", edged at all pavement and sidewalk surfaces, weeds trimmed around all shrubs, poles, trees, and all clippings blown/removed from paved surfaces, etc., weekly/ or as needed. **When mowing and edging around game fields, clippings must be kept out of game fields.** All litter removal prior to mowing will be performed by the contractor as well to prevent further scattering caused by the mowers.

Chemical application must be done by a certificated TDA applicator. Contractor is responsible for completing TDA forms and having them on record. Within seven days of application Contractor shall submit completed records to the City as well. When applying chemicals contractor must follow label of amounts and outdoor temperatures of when to apply.

There is 185,178 square yards to be mowed and 85,474 square yards to be treated, as indicated on the attached Exhibits.

Please note: The City estimates 7 mowings for the remainder of 2021. Remaining contract terms are estimated at 36 mowings per year.

D. Exhibits

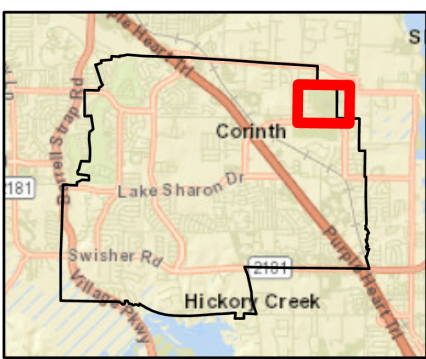
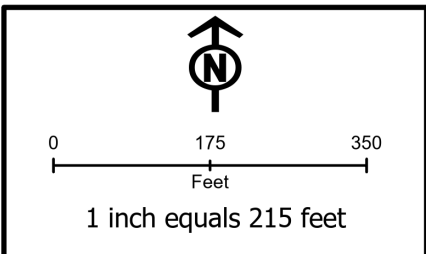
Exhibit 1: Arial of Corinth Community Park – North Fields - Includes mowing and treatment area.
Exhibit 2: Arial of Corinth Community Park – South Fields - Includes mowing and treatment area

North Fields

Mowing Areas

Type of Work and Area

- Mow (25.5 ac.)
- Treat (11.1 ac.)



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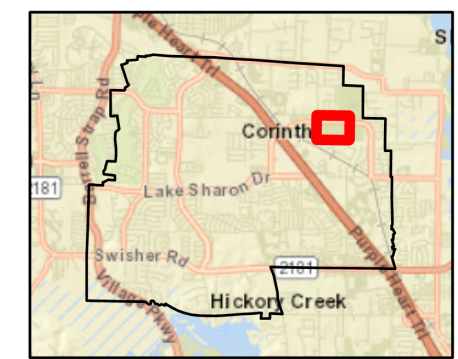
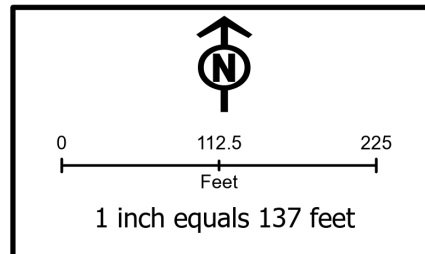


South Fields

Mowing Areas

Type of Work and Area

- Mow (10.3 ac.)
- Treat and Mow (2.46 ac.)
- Treat (4.1 ac.)
- No Contract (8.2 ac.)



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APPENDIX A

GENERAL INFORMATION INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS

A. GENERAL INFORMATION

1. **Confidentiality:** After sealed bids have been opened, bids are open for public viewing upon request. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
2. **Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the bidder.
3. **Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids, as long as the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 90 days.
4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the City.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.
6. **Insurance**
 - A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
 - B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.
 - C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the proposal to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
 - D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.

7. Insurance Requirements

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

- A. Minimum Scope of Insurance:** Coverage shall be at least as broad as:
1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Independent Contractors
 2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
 3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
 4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.
- B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.
- C. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.
1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
 2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

1.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
 1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
 5. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
 2. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to this Invitation to Bid or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Bidder to check the Bonfire website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.
2. **ADVERTISING:** The successful bidder shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
4. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid; whichever is most advantageous to the City, unless denied by the bidder.
6. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the bidder is bidding exact item specified. Successful bidder will not be allowed to make unauthorized substitutions after award.
7. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
8. **COMMUNICATION:** The successful bidder shall direct all contact with the City through the Contract Administrator identified in the Contract. The Bidder will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
9. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
10. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
11. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.
12. **CONTRACT ENFORCEMENT:**
 - A. The City reserves the right to enforce the performance of any contract that results from an award of this Invitation to Bid. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another bidder, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
 - B. Bidders who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
 - C. Any notice provided by this Invitation to Bid (or required by law) to be given to the successful Bidder by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address provided in the bid proposal; this shall not prevent the giving of actual notice in any other manner.
 - D. The successful Bidder and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this Bid and the UCC, the Bid will control.

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13. DELIVERY:

- A. Delivery date is important to the City and may be required to be a part of each bid. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.
- B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Bidder's expense.
- C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
- D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

14. ETHICS: The Bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.

15. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this Bid will be considered for award. Bidders taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

16. FELONY CRIMINAL CONVICTIONS: The Bidder represents and warrants that neither the Bidder nor the Bidder's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Bidder has fully advised the City as to the facts and circumstances surrounding the conviction.

17. FORCE MAJEURE: *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Bidder nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

18. INDEMNITY AGREEMENT: The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

19. INVOICES: Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.

20. LATE SUBMITTALS: The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Bidder is responsible for ensuring that packets are delivered to the Purchasing Office. Bidders may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.

21. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT: A prospective respondent must affirmatively demonstrate respondent's financial responsibility. A prospective respondent must meet the following requirements:

- A. Have adequate financial resources or the ability to obtain such resources.
- B. Be able to comply with the instructions, specifications, terms and conditions.
- C. Have a satisfactory record of performance.
- D. Have a satisfactory record of integrity and ethics.
- E. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

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- 22. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Bidder agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it does (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
- 23. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- 24. PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the City from claims involving infringements of patents and/or copyrights.
- 25. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- 26. PRICES HELD FIRM:**
- A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
 - B. If during the life of the contract, the successful Bidder's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
- 27. PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Bidder. The purchase order number must appear on all itemized invoices.
- 28. QUANTITIES:** Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid price. Individual purchase orders will be issued on an as-needed basis.
- 29. REFERENCES:** The City requests each Bidder to supply, with its bid, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Bidder. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- 30. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- For processes other than low bid or best value bid, only the names of respondents will be read aloud at the bid opening.
- 31. REQUIRED DOCUMENTATION:** In response to this invitation to bid, all documentation required by this bid must be provided.
- 32. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- 33. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- 34. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- 35. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- 36. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

Section L, Item 12.

- 37. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.

- 38. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- 39. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Bidder for any travel costs incurred in delivery of services under the contract.
- 40. VENUE:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 41. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.



APPENDIX B

SUBMITTAL FORMS

SUBMITTAL EXCEPTION FORM

THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR BID

Any exceptions to the ITB (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.

There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the City may not accept additional exceptions after final submission of this bid.

Signature

Company

Date

No exceptions are taken to this solicitation.

Signature

Company

Date

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

Section L, Item 12.

BID PROPOSAL FORM

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed. Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form" and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

Please note: The City estimates 7 mowings for the remainder of 2021. Remaining contract terms are estimated at 36 mowings per year.

ITEM NO.	EST. QTY.	DESCRIPTION	SINGLE MAINTENANCE COST	EXTENDED AMT.
1	36	Corinth Community Park, mowing edging, blowing 185,178 Sq yd \$_____ per square yard	\$	\$
2	3	Application of Fertilizer, 28-3-10/28-0-0, 85,474.4 Sq yd \$_____ per square yard	\$	\$
3	1	Application of Pre-Emergent, Dimension/Prodiamine, 85,474.4 Sq yd \$_____ per square yard	\$	\$
4	1	Application of Pre-Emergent, Specticle, 85,474.4 Sq yd \$_____ per square yard	\$	\$
5	2	Application of Post-Emergent, SpeedZone, 85,474.4 Sq yd \$_____ per square yard	\$	\$
6	2	Application of Post-Emergent, Celsius/Certainty, 85,474.4 Sq yd \$_____ per square yard	\$	\$
7	1	Overseed, Maya seed, 85,474.4 Sq yd As needed (determined by City) \$_____ per square yard	\$	\$
8	1	Hydro Mulch, As needed (determined by City) \$_____ per square yard	\$	\$
			TOTAL BID	\$

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

Section L, Item 12.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

COOPERATIVE PURCHASING

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

_____ Yes _____ No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

VENDOR REFERENCES

Please list three (3) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____
LOCATION: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____
LOCATION: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____
LOCATION: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.

CITY OF CORINTH BID #1143
 ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
 CORINTH COMMUNITY PARK

Section L, Item 12.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
 Signature of vendor doing business with the governmental entity Date

CERTIFICATION FORM

In submitting this bid, the bidder agrees and certifies to the following conditions:

3. The undersigned agrees that after the official opening this Bid becomes the property of the City of Corinth.
4. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
5. The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the bidder.
6. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
7. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.
8. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
9. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
10. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
11. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
12. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
13. The undersigned understands they are responsible for monitoring the Bonfire website at <https://cityofcorinth.bonfirehub.com/> to ensure they have downloaded and signed all addenda required for submission with their response.
14. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name: _____

Principal Place of Business Address, City, State, Zip: _____

Principal Place of Business Phone Number: _____ Fax Number: _____

AUTHORIZED REPRESENTATIVE:

Signature

Date

Printed Name

Title

Email Address

Phone

**SERVICE CONTRACT
MOWING/CHEMICAL TREATMENT SERVICES**

This Contract, is made and entered into this ___ day of _____, 2021 by and between _____, a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

For and in consideration of the covenants, performances, payments and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

1. TERM

This Contract shall commence beginning on the 1st day of October, 2021, and shall expire at midnight, December 31, 2022, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for three (3) additional one-year periods, if agreed upon in writing by both parties.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform mowing/chemical treatment services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Invitation to Bid #1143, including all documents incorporated by reference – Attachment A
- c) Contractor’s Proposal – Attachment B

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City’s payment obligations are payable only and solely from funds available for the purposes of this Contract.

4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

7. INDEMNITY AND INSURANCE

a) The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the City's Invitation to Bid #1129.

c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Bob Hart	Contact Name
City Manager	Title
City of Corinth	Company Name
3300 Corinth Parkway	Address
Corinth, TX 76208	City, State, Zip

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

10. MISCELLANEOUS

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

CITY OF CORINTH

CONTRACTOR NAME

Bob Hart, City Manager

Owner

ATTEST:

ATTEST:

Lana Wylie, City Secretary

By:
Title: _____

SAMPLE

Attachment A - Scope of Services

Attachment B - City's RFP/ITB

Attachment C - Contractor's Proposal

SAMPLE

CITY OF CORINTH
Staff Report



Meeting Date:	9/16/2021	Title: Contract Street Maintenance
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Consider approval of a contract with GRod Construction LLC, for FY 2021-2022 street maintenance, with an amount not to exceed \$474,000, and authorize the City Manager the execute the necessary documents.

Item Summary/Background/Prior Action

Staff is requesting approval of a contract with GRod Construction, LLC, for street repairs. The contract will include repairing approximately 3,215 square yards of concrete at the following locations:

- | | |
|-----------------------|-------------------------------|
| 2003 Vintage Circle | 3650 Corinth Parkway |
| 3504 Meadowview Drive | 3408 Meadowview Drive |
| 1718 Post Oak Drive | 1600 Post Oak Drive |
| 2720 Meadowview Drive | 3495 Riverview Drive |
| 2713 Windstone Way | 2410 and 2506 Whetstone Drive |
| Post Oak Drive | |

Financial Impact

The Contract was budgeted for FY 2021-2022

Staff Recommendation/Motion

Approve as presented.

AIA[®] Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

GRod Construction, LLC
889 E. Rock Island Ave.
Boyd, TX 76023

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040

a corporation duly organized under the laws of the State of _____ Texas
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

as Oblige, hereinafter called the Oblige, in the sum of Five Percent Greatest Amount Bid
(\$ 5% G.A.B.), for the payment of which sum well and truly to be
made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Bid #1144, Concrete Street Repairs

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Oblige in accordance with the terms of
such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract
and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the
Oblige may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and
effect.

Signed and sealed this 24th day of August, 2021

(Witness) Joe E. Gage

(Witness) Steven W. Lewis Witness

GRod Construction, LLC
(Principal) (Seal)
John [Signature]
(Title) Estimator

U.S. Specialty Insurance Company
(Surety)
Elena Sells
(Title) Attorney-in-Fact (Seal)
Elena Sells

U.S. Specialty Insurance Company

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

AVISO IMPORTANTE

- 1. To obtain information or make a complaint:
- 2. You may contact your agent.
- 3. You may call the company's toll free telephone number for information or to make a complaint at:

- Para obtener informacion o para someter una queja:
- Puede comunicarse con su agente.
- Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

1-800-486-6695

1-800-486-6695

- 4. You may also write to the company at:

- Usted tambien puede escribir a la compa ia:

801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017

801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017

- 5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

1-800-252-3439

1-800-252-3439

- 6. You may write to the Texas Department of Insurance at:

- Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

- 7. **PREMIUM OR CLAIM DISPUTES:**

- DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

- 8. **ATTACH THIS NOTICE TO YOUR POLICY**

- UNA ESTE AVISO A SU POLIZA**

This notice is for information only and does not become a part or condition of the attached document.

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Steven W. Lewis, Kathy Sells, Lanny Land, Elena Sells, Jennifer Clark
or Paul Fredette of Grapevine, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifteen Million***** Dollars (***\$15,000,000.00***) . This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

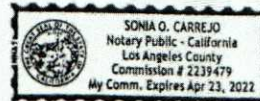
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of August, 2021.

Corporate Seals
Bond No. n/a
Agency No. 18799



Kio Lo, Assistant Secretary

SUBMITTAL EXCEPTION FORM

THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR BID

Any exceptions to the ITB (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.

Horizontal lines for listing exceptions.

There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the City may not accept additional exceptions after final submission of this bid.


Signature

Company

Date

No exceptions are taken to this solicitation.

francisco
rangel

 Digitally signed by francisco rangel
DN: cn=francisco rangel, ou=GRod
Construction, LLC, ou,
email=francisco.rangel@grodconstruction.co
m, c=US
Date: 2021.08.23 07:48:37 -0500

Signature

GRod Construction LLC.

Company

08/24/2021

Date

BID PROPOSAL

Corinth, Texas
August 24, 2021

PROPOSAL FOR: BID #1144 CONCRETE STREET REPAIRS

PROPOSAL OF: GRod Construction LLC.

TOTAL BID PRICING IN WORDS: three hundred seventy-nine thousand one hundred **Dollars and** fifty-six **Cents**
seventy-nine

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids, if applicable.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 45 consecutive calendar days from the day of the notice to proceed. The date established for the start of work will be not less than ten (10) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Respectfully submitted,
By francisco rangel Digitally signed by francisco rangel
DN: cn=francisco rangel, o=GRod Construction, LLC, ou,
email=francisco.rangel@godconstruction.com, c=US
Date: 2021.08.23 09:37:33 -0500

Attested By:

Secretary

Francisco Rangel: Estimator
(Print Name and Title)

889 E. Rock Island Ave.
Boyd Texas 76023
Address

(SEAL) If Bidder is a Corporation

NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	LS	Mobilization (5% maximum)	\$ 13,000.00	\$ 13,000.00
2	152.84 Sq. Yd.	2003 Vintage Circle (Location 1)	\$ 109.00	\$ 16,659.56
3	198.41 Sq. Yd	3650 Corinth Parkway (Location 2)	\$ 75.00	\$ 14,880.75
4	359.41 Sq. Yd	3504 Meadowview Dr (Location 3)	\$ 99.00	\$ 35,581.59
5	206.55 Sq. Yd	Post Oak Drive (Location 4)	\$ 108.00	\$ 22,307.40
6	168.48 Sq. Yd.	3408 Meadowview Drive (Location 5)	\$ 97.00	\$ 16,342.56
7	92.26 Sq. Yd.	1718 Post Oak Drive (Location 6)	\$ 118.00	\$ 10,886.68
8	102.62 Sq. Yd.	1600 Post Oak Drive (Location 7)	\$ 150.00	\$ 15,393.00
9	633.79 Sq. Yd.	2720 Meadowview Drive (Location 8)	\$ 100.00	\$ 63,379.00
10	934.45 Sq. Yd.	3495 Riverview Drive (Location 9)	\$ 94.00	\$ 87,838.30
11	28.47 Sq. Yd.	2713 Windstone Way (Location 10)	\$ 210.00	\$ 5,978.70
12	84.51 Sq. Yd	2410 & 2506 Whetstone Drive (Location 11)	\$ 119.00	\$ 10,056.69
13	251.37 Sq yd	Post Oak Drive (Location 12)	\$ 109.00	\$ 27,399.33

BID PROPOSAL FORM (CONT'D)

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
14	LS	Traffic Control and Signage	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
15	LS	Contingency 10% of Base Bid Amount	\$ <u>34,470.00</u>	\$ <u>34,470.00</u>
			TOTAL BID	\$ <u>379,173.56</u>
<p>Estimated completion time after receipt of Notice to Proceed <u>45</u> calendar days.</p>				

In case of calculation error, unit pricing shall prevail.

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

Texas Government Code §2252.002 provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident vendors in _____ (give state), our principal place of business, are required to be percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. X Our principal place of business or corporate offices are in the State of Texas:

BIDDER:

GRod Construction LLC.
Company

889 E. Rock Island Ave.

Boyd Texas 76023
City State Zip

682-302-3219
Phone

682-204-0191
Fax

grod@grodconstruction.com
Email

By: Francisco Rangel
(please print)

Signature: francisco rangel

Digitally signed by francisco rangel
DN: cn=francisco rangel, o=GRod Construction, LLC, ou, email=francisco.rangel@grodconstruction.com, c=US
Date: 2021.08.23 08:27:39 -05'00'

Title: Estimator
(please print)

THIS FORM MUST BE RETURNED WITH YOUR BID

COOPERATIVE PURCHASING

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

Yes No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

BIDDER ENTITY REFERENCES

Please list at least five (5) references that can attest to the Bidder's quality of work on similar projects:

Project: Stroud Lane Street Replacement, Water Line Replacement

Project Description: Install new 8" wateline, storm sewer extension, and new concrete pavement

Owner/Agency: City of Garland

Contract Price: 1,323,557.70

Contact Person: Timothy Tumulty Phone: 972-205-3555 Email ttumulty@garlandtx.gov

Project: Downtown Enhancements

Project Description: Road Reconstruction, 12" Waterline, 6" Flexbase subgrade, 3x5 RCB storm sewer

Owner/Agency: Town of Prosper

Contract Price: 1,994,883.00

Contact Person: Pete Anaya Phone: 972-569-1018 Email pete_anaya@prospertx.gov

Project: Northwest ISD Paving & Development Improvements

Project Description: 6" Concrete parking lot, 6" lime stabilization subgrade, storm sewer and landscaping

Owner/Agency: Northwest ISD

Contract Price: 1,132,686.95

Contact Person: Sarah Stewart Phone: 817-215-0086 Email sstewart@nisdtx.org

Project: Turbeville Road Reconstruction

Project Description: 8" Concrete Pavement, 18" Storm Sewer, 6" cement stabilization

Owner/Agency: Town of Hickory Creek

Contract Price: 1,196,987.00

Contact Person: Jeffrey McSpedden Phone: 469-576-5094 Email jeffrey.mcspedden@hickorycreek-tx.gov

Project: TCCD NW Campus Water Modeling AVO

Project Description: 4" & 6" Waterline installation through out the campus

Owner/Agency: Tarrant Community College District

Contract Price: 260,500.00

Contact Person: Gary Chambers Phone: 817-726-1730 Email garyc@chambersengineering.net



GROD Construction's Project References

Owner / General Contractor	Project Name / Location	Job Description	Contract			Contact	
			Amount	Start Date	Completion Date	City Inspector / GC Manager	Engineer/Public Work Director
Denton County	Rector Road	Double 8'x6' Box Culvert installation	\$ 249,244.00	2/1/20	5/1/20	Manuel Trevino	James Gossie
						Cell: 940-391-6119	Office: 940-349-3254
						Email: manuel.trevizo@dentoncounty.com	Email: james.gossie@dentoncounty.com
Parker County	East Bankhead Highway Drainage and Roadway Improvements	Existin RCB Culvert Extensions, Concrete headwalls, Rip Rap and site grading	\$ 1,045,528.00	11/20/19	6/20/20	Brandon Fenn	Scott Atwood
						Cell: 832-948-2772	Office: 817-994-5420
						Email: brandon.fenn@freese.com	Email: scott.atwood@freese.com
City of Saginaw	Willow Creek Park Playground	Concrete sidewalks, HDPE drain, Excavation and play ground equipment	\$ 582,414.00	10/1/19	3/20/20	Randy Newsom	Rick Trice
						Cell: 817-232-4640	Office: 817-232-4640
						Email: rnewsom@saginawtx.org	Email: rtrice@saginawtx.org
The Clariden School	Site Grading and Drainage Improvements For The Clariden School	Site Drainage - earth ditch excavation, site storm sewer line with site drains	\$ 201,538.00	9/1/19	1/15/20	Alan Garrison	Alan Garrison
						Cell: 817-914-4182	Office: 817-914-4182
						Email: agarrison@claridenschool.org	Email: agarrison@claridenschool.org
Northwest ISD	Samuel Beck Elementary School	Site Grading, Concrete sidewalk, ADA ram with Rails, concrete retaining wall, curb inlet, landscaping and Irrigation	\$ 275,449.00	10/1/19	12/30/19	Jim Sadler	Jim Sadler
						Cell: 817-215-0019	Office: 817-215-0019
						Email: jsadler@nisdtx.org	Email: jsadler@nisdtx.org
City of Glenn Heights	FM 664 10 Inch Waterline Relocation	10" Waterline Relocation	\$ 188,356.00	10/1/19	3/20/20	Chris Patterson	John Birkhoff
						Cell: 214-878-2505	Office: 214-361-7900
						Email: chris.patterson@glennheightstx.gov	Email: birkhoff@bhclp.com
Town of Hickory Creek	2019 Sidewalks	Concrete Sidewalks, RCB culvert, excavation	\$ 321,954.00	9/1/19	2/28/20	Jeffrey McSpedden	Brian Haynes
						Cell: 469-576-5094	Office: 817-692-8419
						Email: jeffrey.mcspedden@hickorycreek-tx.gov	Email: bhaynes@halff.com
City of Garland	Stroud Lane Street Replacement, Water Replacement and Storm Extension	Road Reconstruction - 8" water line, 7" Concrete pavement, 6" Flexbase Subgrade	\$ 1,323,557.70	6/1/19	9/30/19	Dustin Karlovich	Timothy Tumulty
						Cell: 214-288-4497	Office: 972-205-3555
						Email: dkarlovich@garlandtx.gov	Email: ttumulty@garlandtx.gov
City of Southlake	Patterson's Pond Spillway Repair	Concrete spillway replacement, stone rip rap, excavation	\$ 220,452.25	1/10/19	11/31/2019	Hunter Harris	Kyle Hogue
						Cell: 817-748-8637	Office: 214-695-1922
						Email: hharris@ci.southlake.tx.us	Email: khogue@ci.southlake.tx.us
City of Southlake	N. White Chapel Blvd. Improvements at Kirkwood Branch	72" Culvert Replacement, Concrete Headwalls, Concrete Paving, Stone rip rap	\$ 539,627.00	1/2/19	4/30/19	Julio Reyna	Kyle Hogue
						Cell: 817-948-8006	Office: 214-695-1922
						Email: jreyna@ci.southlake.tx.us	Email: khogue@ci.southlake.tx.us
Town of Prosper	Downtown Enhancements	Road Reconstruction - 12" water line, 6" Concrete pavement, 6" lime stabilization	\$ 1,994,883.00	6/18/18	5/24/19	Chris Kubala	Frank E Jaromin
						Cell: 214-250-7601	Office: 214-585-6136
						Email: chris.kubala@prospertx.gov	Email: frank_jaromin@prospertx.gov
Town of Hickory Creek	Turbeville Road and Point Vista Road Reconstruction	Road Reconstruction - 8" Concrete pavement, 18" storm drain sewer line, 6" Cement Stabilization	\$ 1,196,987.00	6/26/18	5/31/19	Jeffrey McSpedden	Brian Haynes
						Cell: 469-576-5094	Office: 817-692-8419
						Email: jeffrey.mcspedden@hickorycreek-tx.gov	Email: bhaynes@halff.com
Tarrant County College District / Chambers Engineering	TCCD NW Campus Water Modeling AVO 33296.001	Waterline - 4" waterline, 6" waterline, 10" bores	\$ 260,500.00	8/23/18	10/31/18	Gary Chambers	Jesse Herrera
						Cell: 817-726-1730	Office: 817-515-6076
						Email: garyc@chambersengineering.net	Email: jesse.herrera@tccd.edu
Tarrant County College District / Chambers Engineering	NW WFSC Storage Building	Building Pad - Moisture Conditioning, site excavation, 18" piers, building slab, parking lot	\$ 260,500.00	5/15/18	10/10/18	Gary Chambers	Jesse Herrera
						Cell: 817-726-1730	Office: 817-515-6076
						Email: garyc@chambersengineering.net	Email: jesse.herrera@tccd.edu
Tarrant County College District / Chambers Engineering	TCCD Northeast Campus Chilled/Heating Water Piping Replacements	Excavation and Road Reconstruction - 8' trench excavation, CIP concrete vaults, Concrete pavement, 6" flexbase subgrade	\$ 410,000.00	5/21/18	9/30/18	Gary Chambers	Jesse Herrera
						Cell: 817-726-1730	Office: 817-515-6076
						Email: garyc@chambersengineering.net	Email: jesse.herrera@tccd.edu



Owner / General Contractor	Project Name / Location	Job Description	Contract			Contact	
			Amount	Start Date	Completion Date	City Inspector / GC Manager	Engineer/Public Work Director
Tarrant County College District / Chambers Engineering	Bus Stop Northeast Campus	Road Reconstruction - 8" Concrete pavement, 6" flexbase subgrade	\$ 274,923.15	5/26/18	8/10/18	Gary Chambers	Jesse Herrera
						Cell: 817-726-1730	Office: 817-515-6076
						Email: garyc@chambersengineering.net	Email: jesse.herrera@tccd.edu
Tarrant County College District / Chambers Engineering	Bus Stop Northwest Campus	Road Reconstruction - 8" Concrete pavement, 6" flexbase subgrade	\$ 139,665.00	5/26/18	7/1/18	Gary Chambers	Jesse Herrera
						Cell: 817-726-1730	Office: 817-515-6076
						Email: garyc@chambersengineering.net	Email: jesse.herrera@tccd.edu
Tarrant County College District / Chambers Engineering	Bus Stop Southeast Campus	Road Reconstruction - 8" Concrete pavement, 6" flexbase subgrade	\$ 51,891.50	5/26/18	6/26/18	Gary Chambers	Jesse Herrera
						Cell: 817-726-1730	Office: 817-515-6076
						Email: garyc@chambersengineering.net	Email: jesse.herrera@tccd.edu
Tarrant County College District / Chambers Engineering	NW Campus Green House Building	Building Pad - Concrete footings, 18" concrete piers, site grading, site concrete, gravel yard	\$ 47,462.85	3/26/18	5/31/18	Gary Chambers	Jesse Herrera
						Cell: 817-726-1730	Office: 817-515-6076
						Email: garyc@chambersengineering.net	Email: jesse.herrera@tccd.edu
City of Heath	Craig & Drew CIP Street Repair & Sanitary Sewer Project	Road Reconstruction - 8" Concrete pavement, 6" sanitary sewer line	\$ 285,790.00	3/26/18	6/29/18	Jeff McKenzie	Chuck Todd
						Cell: 972-961-4899	Office:
						Email: jmckenzie@heathtx.com	Email: ctodd@heathtx.com
Responsive Education Solution / Taurus Commercial	RES - Gymnasium Addition	6" Fire Line, 24" piers, building slab, 12" PVC storm drain, 12" ICF wall system, 4" CMU veneer	\$ 835,350.39	1/15/18	9/30/18	Tim Goodsell	
						Cell: 214-226-1014	Office:
						Email: tgoodsell@tauruscommercial.com	Email:
City of Heath	City of Heath Annual Street Repair - Phase 1	Road Reconstruction - 6" Concrete pavement, 6" flexbase installation	\$ 97,500.00	1/10/18	3/9/18	Jeff McKenzie	Chuck Todd
						Cell: 972-961-4899	Office:
						Email: jmckenzie@heathtx.com	Email: ctodd@heathtx.com
City of Lucas	Winningkoff Road Reverse Curve Paving & Drainage Improvements	Road Reconstruction - 6" Concrete pavement, 6" lime stabilization, RCP Storm Drain	\$ 502,410.00	11/27/17	5/31/18	Adam Gerster	Stanton Foerster
						Cell: 972-912-1209	Office: 972-912-1208
						Email: agerster@lucastexas.us	Email: stanton@lucastexas.us
Progressive Parking Lot / Taurus Commercial	Progressive Parking Lot	Redi Rock retaining wall, CMU dumpster enclosure	\$ 75,100.00	10/15/17	11/30/17	Tim Goodsell	
						Cell: 214-226-1014	Office:
						Email: tgoodsell@tauruscommercial.com	Email:
City of Red Oak	Burney Lane	Road Reconstruction - 6" Concrete pavement, 6" lime stabilization	\$ 123,000.00	10/1/17	11/30/17	Ray Silva	Ray Silva
						Cell: 469-218-7723	Office: 469-218-7723
						Email: rsilva@redoaktx.org	Email: rsilva@redoaktx.org
Town of Prosper	Prosper Road Improvements 2017 - Parvin St., Third St., and Sixth Street	Road Reconstruction - 8" water line, 6" Concrete pavement, 6" cement stabilization	\$ 874,042.00	6/26/17	12/31/17	Chris Kubala	Frank E Jaromin
						Cell: 214-250-7601	Office: 214-585-6136
						Email: chris_kubala@prospertx.gov	Email: frank_jaromin@prospertx.gov
Northwest ISD	Northwest ISD Paving and Development Improvements For Volume 1-4	6" New Concrete parking lot with 6" Lime stabilization, 6" Asphalt Paving, Concrete Sidewalks, Landscaping, Irrigation	\$ 1,132,686.95	5/29/17	9/30/17	Adam Smith	Sarah Stewart
						Cell: 817-455-7170	Office: 817-215-0086
						Email: adam.smith@nisdtx.org	Email: ssewart@nisdtx.org
City of DeSoto	Estate Lane Paving Improvements	Road Reconstruction - 6" Concrete pavement with 6" cement stabilization, Concrete Sidewalks	\$ 198,081.50	5/10/17	7/31/17	Victor Avila	Corey Lawson
						Cell: 214-662-6816	Office: 972-230-9616
						Email: vavila@desototexas.gov	Email: clawson@desototexas.gov
First Baptist Academy / Taurus Commercial	First Baptist Academy	Building Pad - Moisture Conditioning, site excavation, 18" piers, building slab, parking lot, 4" CMU veneer, stone veneer	\$ 803,527.77	1/2/17	11/30/17	Tim Goodsell	
						Cell: 214-226-1014	Office:
						Email: tgoodsell@tauruscommercial.com	Email:
Lisanti Realty, Inc. / Taurus Commercial	Lisanti Site Improvements	8" New concrete parking lot, excavation and CMU building addition	\$ 506,513.00	10/1/16	4/30/17	Tim Goodsell	
						Cell: 214-226-1014	Office:
						Email: tgoodsell@tauruscommercial.com	Email:
City of Sanger	Concrete Repairs Various Locations	Remove and replace concrete pavement	\$ 105,391.50	6/29/15	1/31/17	John Henderson	Neal Welch
						Cell: 940-390-1136	Office: 940-458-2571
						Email: jhenderson@sangertexas.org	Email: hwelch@sangertexas.org
Town of Prosper	Church Street - PIDSD to First Street	Road Reconstruction - 8" water line, 6" Concrete pavement, 6" cement stabilization	\$ 684,360.00	9/15/16	1/31/17	Chris Kubala	Frank E Jaromin
						Cell: 214-250-7601	Office: 214-585-6136
						Email: chris_kubala@prospertx.gov	Email: frank_jaromin@prospertx.gov
Town of Prosper	Prosper Trail Reconstruction	8" Concrete Road Repairs - remove and replace concrete	\$ 95,990.00	9/6/16	9/30/16	Chris Kubala	Frank E Jaromin
						Cell: 214-250-7601	Office: 214-585-6136
						Email: chris_kubala@prospertx.gov	Email: frank_jaromin@prospertx.gov
Sisters of the Holy Family of Nazareth	Parking Improvements 1814 Egyptian Way	Concrete Parking Lot, Site grading, Channel rip-rap	\$ 359,235.00	3/21/16	8/31/16	Sister Marietta Osinska	Robert Sanetra
						Cell: 214-991-5349	Office: 1-847-298-6760 ext. 191
						Email: smarietta@yahoo.com	Email: robert3535@aol.com
City of Highland Village	FM2499 Screening Wall North of Highland Shores Blvd.	New brick screening wall	\$ 183,095.00	3/21/16	6/30/16	Tim Bruedigam	Scott Kriston
						Cell: 469-446-0612	Office: 972-899-5091
						Email: tbruedigam@highlandvillage.org	Email: skriston@highlandvillage.org
City of Southlake	Storm Drainage Improvements for Love Henry Court	Installation of 48" HDPE pipe, Curb inlets, asphalt road	\$ 187,402.00	2/16/16	7/11/16	Bryan Kardos	Om Chhetri
						Cell: 817-948-8006	Office: 817-748-8089
						Email: bkardos@ci.southlake.tx.us	Email: ochhetri@ci.southlake.tx.us
City of Watauga	Summit Ridge Channel Protection	Concrete Channel Improvements, headwall for 48" RCP, Guard rail	\$ 45,746.00	1/1/16	1/31/16	Julio Reyna	Ronnie Rawdon
						Cell: 817-514-5753	Office: 817-514-5848
						Email: jreyna@wataugatx.org	Email: rrowdon@wataugatx.org
Denton County	Lois Road Culvert Replacement	Triple 10'x4' Box Culvert Installation	\$ 265,203.23	7/8/15	10/9/15	Manuel Trevino	James Gossie
						Cell: 940-391-6119	Office: 940-349-3254
						Email: manuel.trevizo@dentoncounty.com	Email: james.gossie@dentoncounty.com

CERTIFICATE OF INTERESTED PARTIES

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2021-794095

Date Filed:
 08/24/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 GRod Construction LLC
 Boyd, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 1144
 Concrete Street Repairs

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Guillermo Rodriguez, and my date of birth is 08/19/1983.

My address is 889 E. Rock Island Avenue, Boyd, TX, 76023, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Wise County, State of Texas, on the 24th day of August, 2021.
(month) (year)



Digitally signed by Guillermo Rodriguez
 DN: cn=Guillermo Rodriguez, o=GRod Construction, LLC, ou, email=grod@grodconstruction.com, c=US
 Date: 2021.08.24 07:41:01 -05'00'

Signature of authorized agent of contracting business entity
 (Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

GRod Construction LLC. -

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?
 Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
francisco rangel Digitally signed by francisco rangel
DN: cn=francisco rangel, o=GRod Construction, LLC, ou, email=francisco.rangel@grodconstruction.com, c=US
Date: 2021.08.23 10:21:08 -05'00'

Signature of vendor doing business with the governmental entity

08/24/2021

Date

CERTIFICATION FORM

In submitting this bid, the bidder agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this Bid becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
3. The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the bidder.
4. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.
6. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
8. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
9. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
10. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
11. The undersigned understands they are responsible for monitoring the Bonfire website at <https://cityofcorinth.bonfirehub.com/> to ensure they have downloaded and signed all addenda required for submission with their response.
12. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name: GRod Construction LLC.

Principal Place of Business Address, City, State, Zip: 889 E. Rock Island Ave. Boyd Texas 76023

Principal Place of Business Phone Number: 682-302-3219 Fax Number: 682-204-0191

AUTHORIZED REPRESENTATIVE:

francisco rangel
Digitally signed by francisco rangel
 DN: cn=francisco rangel, o=GRod Construction, LLC, ou,
 email=francisco.rangel@grodconstruction.com, c=US
 Date: 2021.08.23 10:51:13 -0500

Signature _____
Francisco Rangel
 Printed Name _____
grod@grodconstruction.com
 Email Address _____

08/24/2021
 Date _____
Estimator
 Title _____
682-302-3219
 Phone _____

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: GRod Construction LLC.

REPRESENTATIVE: Guillermo Rodriguez

ADDRESS: 889 E. Rock Island Ave.

CITY, STATE, ZIP: Boyd Texas 76023

TELEPHONE NO. 682-302-3219 FAX NO. 682-204-0191

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise



Minority Business Enterprise (MBE)
GRod Construction, LLC.

GRod Construction, LLC.

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

- NAICS 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION**
- NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION**
- NAICS 237110: WATER PUMPING OR LIFT STATION CONSTRUCTION**
- NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)**
- NAICS 238140: MASONRY CONTRACTORS**
- NAICS 238910: EXCAVATION CONTRACTORS**

This Certification commences February 14, 2020 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: February 28, 2022
Issued Date: February 14, 2020
CERTIFICATION NO. HMMB37262N1121



Ericia Mitchell

Certification Administrator



Disadvantaged Business Enterprise (DBE)
GRod Construction, LLC.

GRod Construction, LLC.

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

- NAICS 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION**
- NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION**
- NAICS 237110: WATER PUMPING OR LIFT STATION CONSTRUCTION**
- NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)**
- NAICS 238140: MASONRY CONTRACTORS**
- NAICS 238910: EXCAVATION CONTRACTORS**

This Certification commences February 15, 2021 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: February 15, 2021
CERTIFICATION NO. HMDB57786Y0222



Ericia Mitchell

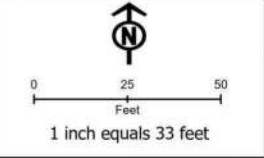
Certification Administrator



Corinth Concrete Repair Inventory

Location 1

- Concrete Repair Area
- Curb Repairs



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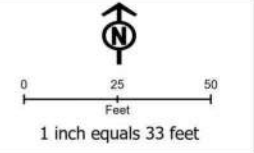




Corinth Concrete Repair Inventory

Location 2

- Concrete Repair Area
- Curb Repairs



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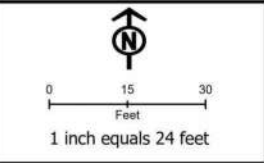




Corinth Concrete Repair Inventory

Location 3

- Concrete Repair Area
- Curb Repairs



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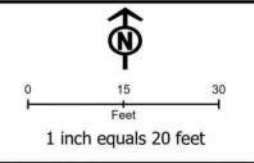




Corinth Concrete Repair Inventory

Location 4

- Concrete Repair Area
- Curb Repairs



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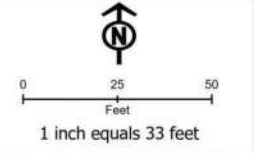




Corinth Concrete Repair Inventory

Location 5

- Concrete Repair Area
- Curb Repairs





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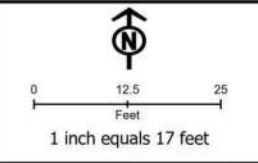




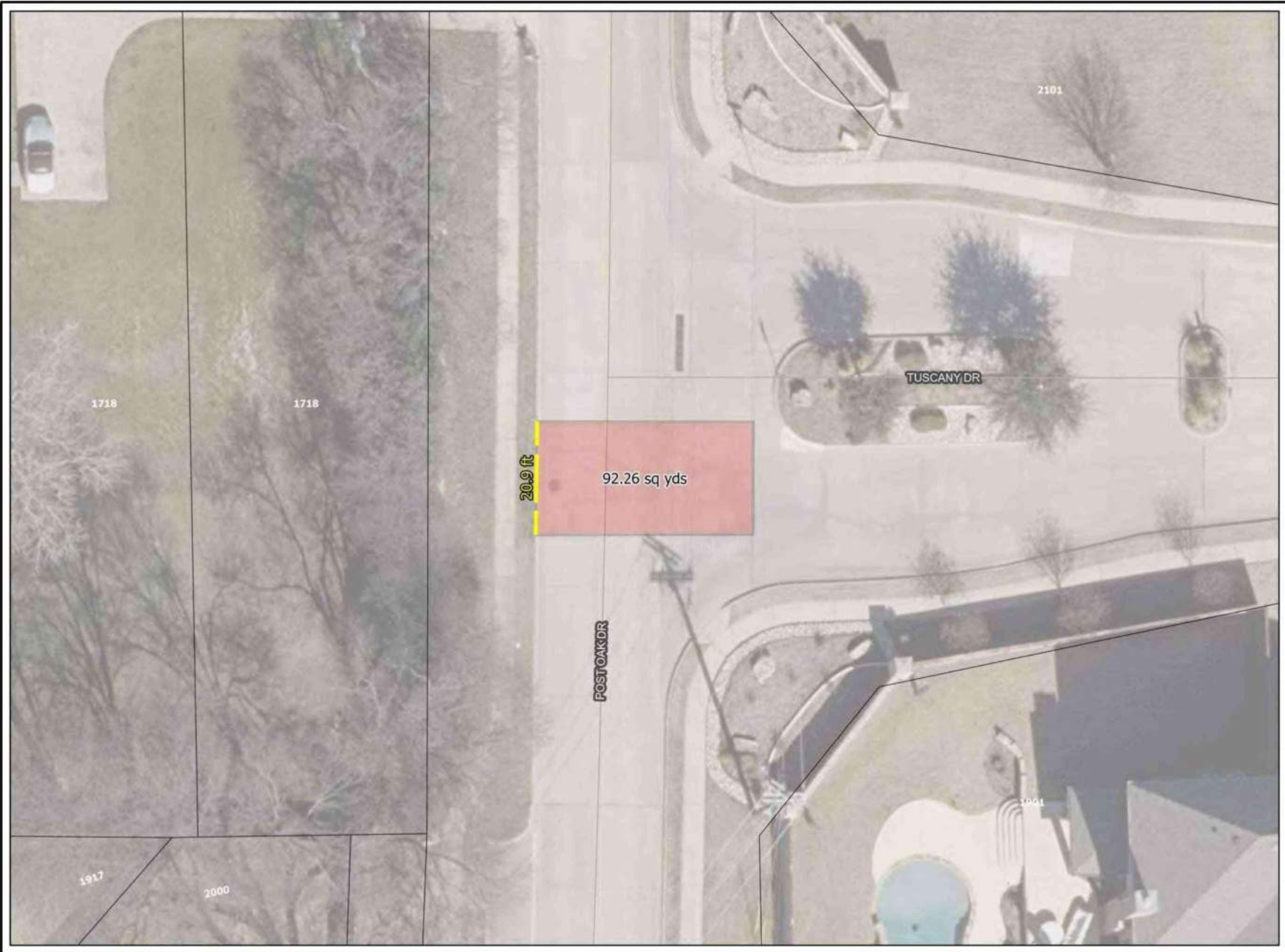
Corinth Concrete Repair Inventory

Location 6

-  Concrete Repair Area
-  Curb Repairs



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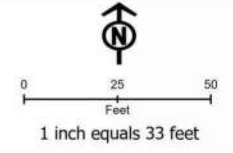




Corinth Concrete Repair Inventory

Location 7

- Concrete Repair Area
- Curb Repairs



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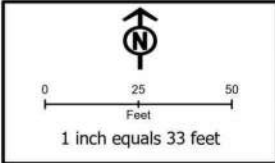
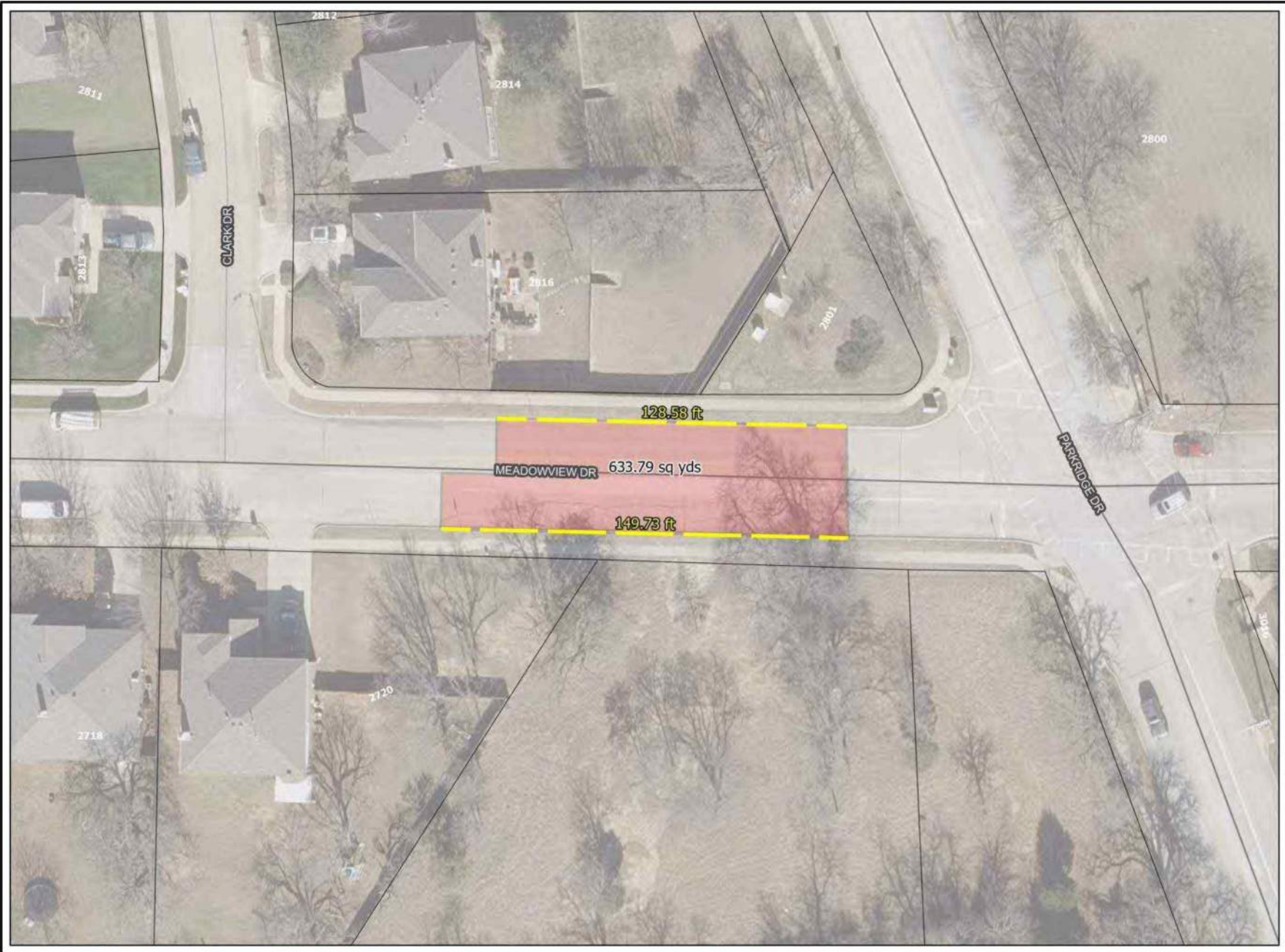




Corinth Concrete Repair Inventory

Location 8

- Concrete Repair Area
- Curb Repairs



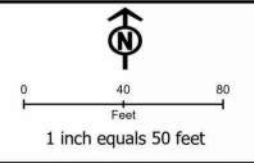
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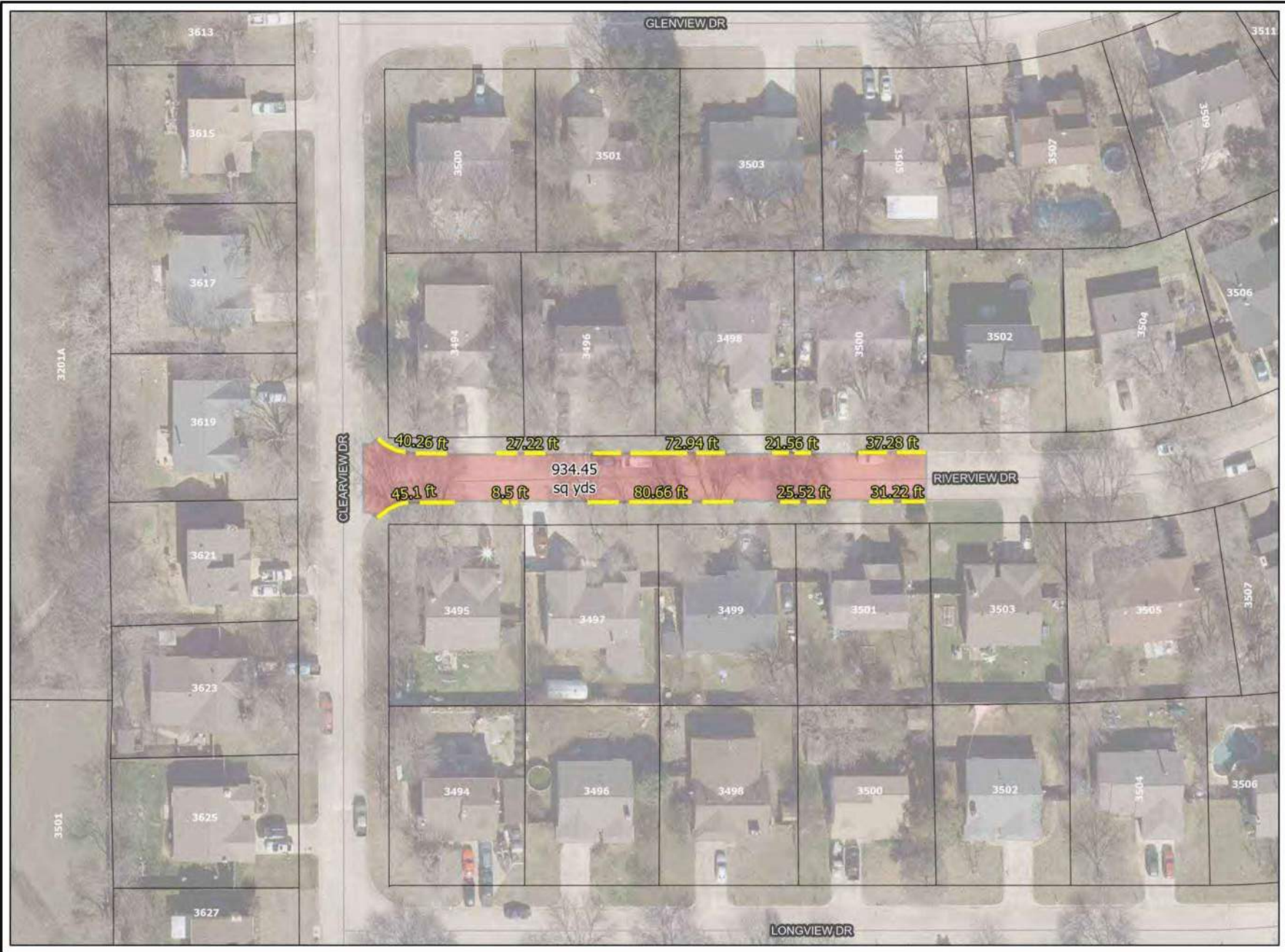
Corinth Concrete Repair Inventory

Location 9

- Concrete Repair Area
- Curb Repairs



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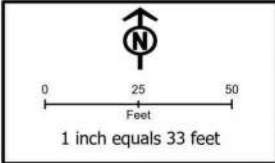




Corinth Concrete Repair Inventory

Location 10

- Concrete Repair Area
- Curb Repairs



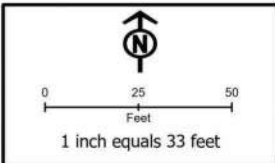
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Corinth Concrete Repair Inventory

Location 11

- Concrete Repair Area
- Curb Repairs



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Corinth Concrete Repair Inventory

Location 12

- Concrete Repair Area
- Curb Repairs



0 15 30
Feet

1 inch equals 20 feet



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CITY OF CORINTH
Staff Report



Meeting Date:	9/16/2021	Title: Contract Water, Wastewater and Roadway Master Plan & Impact Fee
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Consider entering into a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Water, Wastewater and Roadway Master Plan & Impact Fee Update in an amount not to exceed \$241,000 and authorize the City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

The City of Corinth is required by state law to review and update impact fees charged to the development community every 5 years. The last update was adopted in March 2017. This study was performed by Kimley-Horn. The City’s continued work with Kimley-Horn has been satisfactory and therefore staff wishes to continue this growing relationship with the Kimley-Horn team.

I would encourage anyone that may have questions regarding impact fees to review [Chapter 395 of the Local Government Code](#) for specifics related to Impact fees. But the short version, Impact Fees are fees charged to new development and re-development for the purpose of accommodating future growth needs of the community as it directly relates to the proposed development. In another words, it requires Development to pay for Development Growth. However, State law only allows a city to collect 50% of the anticipated growth.

Financial Impact

\$241,000 as provided for in the proposed FY 21/22 Budget and specifically out of the Water, Wastewater and Roadway Impact Fee Fund.

Staff Recommendation/Motion

Staff recommends approval of entering into a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Water, Wastewater and Roadway Master Plan & Impact Fee Update in an amount not to exceed \$241,000 and authorize the City Manager to execute any necessary documents

STATE OF TEXAS §
§ AGREEMENT FOR CONSULTING SERVICES
COUNTY OF DENTON §

This agreement ("Agreement") is made by and between the City of Corinth, Texas, a home-rule municipal corporation ("City") and Kimley-Horn and Associates, Inc., a professional design ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit "A"** (the "Scope of Services" or "Services") to assist the City with the following project: **Corinth Water, Wastewater and Roadway Master Plan & Impact Fee Update** (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement; and

WHEREAS, City determined Consultant to be the most qualified and entered into negotiations for Consultant to provide the Services set forth in this Agreement; and

WHEREAS, City Council approved the award of this Agreement to Consultant in accordance with the terms set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Incorporation of Recitals/Agreement Documents/Term

1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein.

1.2 Agreement. This Agreement shall be comprised of the following documents: (1) this Agreement; (2) **Exhibit "A"**, "Scope of Services". In the event of a conflict between one or more of the terms and provisions contained within the foregoing documents, in order to resolve any such conflict, priority of interpretation shall be given in the order that those documents are listed in this section.

1.3 Term. This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the Services, unless sooner terminated as provided herein.

**Article II
Scope of Service**

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the Services performed hereunder.

2.4 All information, documents, records and reports developed as a result of the Services provided under this Agreement shall be the property of the City (hereinafter "Documents"). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

**Article III
Schedule of Work – Project Completion**

The Consultant agrees to complete the required Services and submit all work required by the City and as outlined in the Scope of Services. The Parties hereto agree and understand that time is of the essence and that failure to timely perform obligations as required under this Agreement will result in damages to the other Party.

**Article IV
Compensation and Method of Payment**

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and included within **Exhibit “A”**. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant’s monthly progress report and detailed monthly itemized statement for Services that shows the names of the Consultant’s employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, percentage of work completed on the Project through the end of the then submitted billing period, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such approved monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the Services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services. Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

4.4 Consultant shall keep accurate records of its Services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by Consultant for two (2) years following the expiration of this Agreement.

Article V
Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant’s standard hourly rate schedule, or as otherwise agreed between the Parties. When Consultant is directed to revise or expand the Scope of Services under this Section of the Agreement, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of such services and accept the method and amount of compensation and the time involved in all phases of the Project. It is expressly understood and agreed by Consultant that any compensation not specified in Article IV herein above may require Corinth City Council approval and is subject to the current budget year limitations.

5.2 To the extent reasonably necessary for the Consultant to perform the Services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the Services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 The City may require that Consultant submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

**Article VI
Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 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.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these 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 the City. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary

investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Attn: George Marshall
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: 940-498-3200
Email: Engineering@cityofcorinth.com
AccountsPayable@cityofcorinth.com

If intended for Consultant:

Attn: _____
Address: _____
Telephone: _____
Email: _____

6.10 Insurance. Before commencing work, Consultant shall, at its own expense, procure, pay for and shall maintain during the term of this Agreement insurance in accordance with the requirements set forth by the City's standard insurance requirements, and written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in

this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT’S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE “INDEMNIFIED ITEMS”) THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS’ FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS’ FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONSULTANT SHALL RETAIN CITY'S APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONSULTANT SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

THE 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 INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto 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 hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Consultant's Liability. Acceptance of the Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s),

if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure any such default after ten (10) days days written notice thereof, to terminate this Agreement on the eleventh (11th) day following the date of City’s written notice of default. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

6.18 Termination Without Cause. In addition to termination for default as set forth in Section 6.17 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Consultant thirty (30) days written notice of such termination.

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. If Consultant has not met one or more percentage benchmarks as identified in **Exhibit “B”, “Project Schedule”**, Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit “A”, “Fee Schedule”**. Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant’s nonperformance under this Agreement, the cost to City to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. City’s remedies for Consultant’s default or breach under this Agreement shall include monetary damages as allowed by law, re-performance

of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement.

6.20 Confidential Information. Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, “Confidential Information” means all oral and written information concerning City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term “Confidential Information” shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

6.21 Conflict of Interest. Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Agreement. All activities, investigations and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates or subcontractors of Consultant.

6.22 No Third Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

6.23 Prohibition regarding Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Consultant verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

EXECUTED this _____ day of _____, 2021.

CITY OF CORINTH, TEXAS

By: _____
Bob Hart, City Manager

Attest:

By: _____
Lana Wylie, City Secretary

Approved As To Form:

By: _____
Patricia A. Adams, City Attorney

EXECUTED this _____ day of _____, 2021.

CONSULTANT

Kimley-Horn and Associates, Inc.

By: _____

Name: _____

Title: _____

**ACKNOWLEDGMENTS
CONSULTANT**

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, _____ of _____, a _____, on behalf of such entity.

Notary Public, State of Texas

CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the _____ day of _____, 20__ by **BOB HART**, City Manager of the City of Corinth, a home rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

EXHIBIT "A"
SCOPE OF SERVICES



September 8, 2021

George Marshall, P.E.
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

Re: Professional Services Agreement
Corinth Water and Wastewater Master Plan Update and Water, Wastewater and Roadway
Impact Fee Update

Dear George:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Corinth ("Client" or "City") for providing water and wastewater modeling services.

Project Understanding

The City of Corinth would like for Kimley-Horn (KH) to assist with updating the City's water and wastewater master plan and impact fee plan.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1: Project Initiation

- 1.1 Data Collection. Request data required for project. Data to be provided by the City may include, but not be limited to the following:
 - A. Water and wastewater infrastructure record drawings
 - B. Water usage history - Annual water usage and maximum day usage records for the past ten (10) years for development of the service unit projection.
 - C. Wastewater usage history – Annual wastewater usage and peak usage records for the past ten (10) years for development of the service unit projection
 - D. Water and wastewater wholesale service contracts
 - E. Water pumping and lift station pumping data
 - F. Elevated tank operational data
 - G. Building permit/population growth data from the past 10 years
 - H. Costs for infrastructure constructed between 2016-2021
 - I. Currently adopted Land Use Assumptions and/or Comprehensive Master Plans,
 - J. Available demographic projections from the North Central Texas Council of Governments (NCTCOG),
 - K. UTRWD rate calculation with regards to the City's cost obligation for UTRWD water delivery facilities.

- L. UTRWD and City of Denton wastewater collection facilities rate calculation with regards to the City's cost obligation.
 - M. Historical Project Costing Information: The Owner will provide available actual City costs for previously completed water infrastructure to:
 - (1) Assist in the development of planning level project costs for future projects by providing the actual construction cost for previously complete projects similar to those in the impact fee CIP.
 - (2) Include any project costs for previously completed projects with excess capacity available to serve future growth.
 - N. Development Agreements: The Owner will provide any existing development agreements that involve potential projects on the impact CIP.
 - O. Infrastructure Capacity Criteria: Utilize the criterion and findings established during Master Plan (Task 3) update for determining the ten (10) year capacity of the following infrastructure:
 - (1) Future Transmission Lines
 - (2) Existing Transmission Lines, only if specifically identified in the kick-off meeting
 - (3) Existing and Future Elevated Storage Tanks
 - (4) Existing and Future Ground Storage Tanks
 - (5) Existing and Future Pump Stations
 - P. Infrastructure Capacity Criteria: Utilize the criterion and findings established during Master Plan (Task 4) update for determining the ten (10) year capacity of the following infrastructure:
 - (1) Existing Trunk Lines
 - (2) Future Trunk Lines
 - (3) Existing and Future Lift Stations
 - (4) Existing and Future Force Mains
 - Q. Maps - Available GIS shape files, associated databases, and layer files in ESRI ArcGIS 10.x format. Data should be projected in NAD 83 State Plane, North Central Texas Zone coordinates. Data should include:
 - (1) Current Land Use or Zoning Map;
 - (2) Future Land Use Plan Map;
 - (3) City Limits and ETJ Map; and
 - (4) Most recent digital orthographic (DOQ) of the City.
- 1.2 Prepare for and attend two kick-off meetings with Owner. One meeting will be held for Master Plan Update kickoff and another will be held for Impact Fee kickoff.
- A. Establish project goals, schedule and objectives
 - B. Establish project milestones
 - C. Establish Public Meeting plan
 - D. Identify the Owner's desire to modify Service Area Boundaries for water, wastewater, and roadway impact fees
 - E. Publish meeting notes to facilitate incorporation in impact fee report

TASK 2: Land Use Assumptions

Assist the Owner in developing the land use assumptions in conformance with Chapter 395 of the Local Government Code. Land use will be used for Master Plan purposes as well as for impact fee purposes. Land use assumptions will include existing, 5-year, 10-year and build out projections.

- 2.1 Land Use Assumptions
 - A. Provide Owner's staff with an overview of the information required as part of the Land Use Assumptions for Impact Fees.
 - B. Work with the Owner, the Owner's existing comprehensive master plan, and the corresponding NCTCOG demographic projections to develop the following for use in the Master Plan and Impact Fee calculations:
 - (1) Existing population and employment information by service area for the Year 2021;
 - (2) Build-out population and employment projections by service area (if desired by the Owner); and
 - (3) Five Year and Ten Year population and employment projections by service area for the Years 2026 and 2031.
 - (a) Report population data by number of persons and number of dwelling units
 - (b) Report employment data classified as number of square feet of floor area (or acres) for Basic, Service, and Retail employment.
 - C. Establish projections for build out to be utilized for master plan purposes.
- 2.2 Documentation: Incorporate the service area boundaries and Land Use Assumptions information into Impact Fee report. No additional documentation will be produced summarizing the land use assumptions.
- 2.3 Meetings: Prepare for and attend one (1) meeting with the Owner's staff to discuss and review the proposed Service area boundaries and Land Use Assumptions.

TASK 3: Water Master Plan Update

- 3.1 Demand Evaluation: This task involves evaluating the historic demands in the City's water system and comparing it to those projected in the model. As part of this task, future demands will be evaluated and projected demands will be allocated throughout the system.
 - A. Review historic demands over the previous five (5) years and reevaluate the existing peaking factors, diurnal curve, per acre and per capita demand per land use.
 - B. Utilize land use assumptions to develop projected demands for existing, 2026, 2031, and build out conditions.
 - C. Evaluate existing water supply contract and compare to projected water demands. Project additional amount of water supply needed.
 - D. Meet with UTRWD to discuss existing and future water demands.
- 3.2 Hydraulic Model Update
 - A. Meet with City staff to identify existing infrastructure to be shown in model. One meeting is anticipated for water and wastewater. City staff will provide information regarding infrastructure which has been constructed since the last model update.

- B. Utilize record drawing information to add additional existing infrastructure to the model accurately. Perform a general review of existing infrastructure shown in the model compared to record drawings to validate sizes, length, capacities, etc.
- C. Water line infrastructure shown in the model will be limited to transmission lines and will not include smaller distribution lines. Typically water lines located within individual neighborhoods will not be shown unless they provide system looping. We will identify critical lines within the water system and will include those lines in the model.
- D. Allocate demand projections within model for existing, 2026, 2031, and build out conditions. Demands will be allocated over various nodes within the model to represent system conditions.
- E. Utilize diurnal curve developed to create an extended period simulation (EPS) model. Model will represent a 24-hour simulation. An EPS model will allow for the evaluation of tank levels throughout the day along with pumping rates.
- F. Perform up to ten (10) fire flow tests. Fire flow data will be utilized to evaluate accuracy of model results. Model will be calibrated based on fire flow data obtained.
- G. Coordinate with the City's operations staff to better understand how the pump stations and elevated storage tanks are operated and calibrate the model based on this information.
- H. Confirm pumping and storage characteristics shown in the model are representative of City's system.
- I. Prepare system map showing existing infrastructure.

3.3 Infrastructure Evaluation

- A. Determine system criteria to be utilized for evaluation. TCEQ stipulates system minimum requirements, but in some instances the City may elect to utilize a more stringent criteria. Criteria applies to water line sizing, pumping, storage and water supply. Work with the City to determine if any additional design requirements above the TCEQ requirements should be implemented.
- B. Evaluate infrastructure based on model results for existing, 2026, 2031, and build out conditions. Determine required improvements to meet system criteria. Prepare a capital improvements project (CIP) list and prioritize the list. Prepare construction cost projections for CIP.
- C. Prepare CIP maps showing future projects.
- D. Meet with City to review future projects and discuss CIP, one meeting to discuss both Water and Wastewater Master Plans.

3.4 Report: It is assumed that one report will be prepared which will include the Water and Wastewater Master Plans.

- A. Master Plan Report will include the following:
 - (1) Executive Summary
 - (2) Introduction
 - (3) Design Criteria
 - (4) Methodology
 - (5) Description of Existing Infrastructure
 - (6) Recommendations
 - (7) Capital Improvement Plans (CIP List)
 - (8) Map of Existing System

- (9) Map of Build-Out System
 - (10) Opinion of Probable Construction Costs
 - B. Meet with the City to review the draft report, one meeting to discuss both water and wastewater. Incorporate any comments and provide final report.
- 3.5 Deliverables
- A. Electronic (.pdf) copy of the Draft Master Plan Report
 - B. Three (3) Copies of the Draft Master Plan Report for staff review
 - C. Electronic (.pdf) copy of the Final Master Plan Report
 - D. Five (5) Copies of the Final Master Plan Report

TASK 4: Wastewater Master Plan Update

- 4.1 Demand Evaluation: This task involves evaluating the historic demands in the City's wastewater system and comparing it to those projected in the model. As part of this task, future demands will be evaluated and projected demands will be allocated throughout the system.
- A. Review historic demands over the previous five (5) years and reevaluate the existing peaking factors, diurnal curve, and per capita demand per land use.
 - B. Evaluate historic rain data and compare peak wastewater demands to rainfall.
 - C. Utilize land use assumptions to develop projected demands for existing, 2026, 2031, and build out conditions.
 - D. Evaluate existing wastewater discharge contracts and compare to projected wastewater loading.
 - E. Meet with UTRWD to discuss existing and future wastewater loads. Up to one (1) meeting is anticipated.
- 4.2 Hydraulic Model Update
- A. Meet with City staff to identify existing infrastructure to be shown in model. One meeting is anticipated for water and wastewater. City staff will provide information regarding infrastructure which has been constructed since the last model update.
 - B. Utilize record drawing information to add additional existing infrastructure to the model accurately. Perform a general review of existing infrastructure shown in the model compared to record drawings to validate sizes, length, capacities, etc.
 - C. Wastewater line infrastructure shown in the model will be limited to interceptor lines and large collectors, but will not include smaller collector/service lines. Typically wastewater lines located within individual neighborhoods will not be shown unless they are part of the system's backbone. We will identify critical lines within the wastewater system and will include those lines in the model.
 - D. Allocate loading projections within model for existing, 2026, 2031, and build out conditions. Loads will be allocated over various nodes within the model to represent system conditions.
 - E. Utilize diurnal curve developed to create an extended period simulation (EPS) model. Model will represent a 24-hour simulation. An EPS model will allow for the evaluation of instantaneous peak flows as well as daily maximum flows.
 - F. Coordinate with the City's operations staff to better understand how the lift stations are operated and calibrate the model based on this information.
 - G. Incorporate flow meter data. Utilize data to confirm wastewater loading and diurnal curves.
 - H. Confirm pumping characteristics shown in the model are representative of City's system.

- (9) Map of Build-Out System
 - (10) Opinion of Probable Construction Costs
 - B. Meet with the City to review the draft report, one meeting to discuss both water and wastewater. Incorporate any comments and provide final report.
- 3.5 Deliverables
- A. Electronic (.pdf) copy of the Draft Master Plan Report
 - B. Three (3) Copies of the Draft Master Plan Report for staff review
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 - D. Allocate loading projections within model for existing, 2026, 2031, and build out conditions. Loads will be allocated over various nodes within the model to represent system conditions.
 - E. Utilize diurnal curve developed to create an extended period simulation (EPS) model. Model will represent a 24-hour simulation. An EPS model will allow for the evaluation of instantaneous peak flows as well as daily maximum flows.
 - F. Coordinate with the City's operations staff to better understand how the lift stations are operated and calibrate the model based on this information.
 - G. Incorporate flow meter data. Utilize data to confirm wastewater loading and diurnal curves.
 - H. Confirm pumping characteristics shown in the model are representative of City's system.

- I. Prepare system map showing existing infrastructure.
- 4.3 Infrastructure Evaluation
 - A. Determine system criteria to be utilized for evaluation. TCEQ stipulates system minimum requirements, but in some instances the City may elect to utilize a more stringent criteria. Criteria applies to wastewater line sizing and pumping. We will work with the City to determine if any additional design requirements above the TCEQ requirements should be implemented.
 - B. Evaluate infrastructure based on model results for existing, 2021, 2026 and build out conditions. Determine required improvements to meet system criteria. Prepare a capital improvements project (CIP) list and prioritize the list. Prepare construction cost projections for CIP.
 - C. Evaluate City of Denton CIP and determine if any future projects are planned for servicing City of Corinth flows. Incorporate any City of Denton future projections into CIP.
 - D. Prepare CIP maps showing future projects.
 - E. Meet with City to review future projects and discuss CIP, one meeting to discuss both Water and wastewater Master Plans
- 4.4 Report: It is assumed that one report will be prepared which will include the Water and Wastewater Master Plans.
 - A. Master Plan Report will include the following:
 - (1) Executive Summary
 - (2) Introduction
 - (3) Design Criteria
 - (4) Methodology
 - (5) Description of Existing Infrastructure
 - (6) Recommendations
 - (7) Capital Improvement Plans (CIP List)
 - (8) Map of Existing System
 - (9) Map of Build-Out System
 - (10) Opinion of Probable Construction Costs
 - B. Meet with the City to review the draft report, one meeting to discuss both water and wastewater. Incorporate any comments and provide final report.
- 4.5 Deliverables
 - A. Electronic (.pdf) copy of the Draft Master Plan Report
 - B. Three (3) Copies of the Draft Master Plan Report for staff review
 - C. Electronic (.pdf) copy of the Final Master Plan Report
 - D. Five (5) Copies of the Final Master Plan Report

TASK 5: Water Impact Fee Update

Prepare the water impact fee update in conformance with Chapter 395 of the Local Government Code. It is assumed that the water and wastewater impact fee reports will be combined into one report. Roadway impact fee report will be a separate document:

- 5.1 Water Impact Fee Capital Improvements Plan: Coordinate with the Owner to develop the Water Impact Fee Capital Improvements Plan
 - A. City Impact Fee eligible infrastructure to be reviewed and analyzed includes:
 - (1) Future Transmission Lines
 - (2) Existing transmission lines will not be included unless specifically identified in the kick-off meeting
 - (3) Existing and Future Elevated Storage Tanks
 - (4) Existing and Future Ground Storage Tanks
 - (5) Existing and Future Pump Stations
 - B. Capacity Analysis:
 - (1) Determine the overall capacity of existing and future infrastructure planned for the 10-year period
 - (2) Determine the capacity that is obligated to serve the existing City demands
 - (3) Determined the capacity to be used in the 10-year period based on the infrastructure capacity criteria, using land use assumptions and the existing water master plan.
 - C. Impact Fee CIP
 - (1) Identify each impact CIP project with a unique name which includes its location
 - (2) Prepare an exhibit identifying the limits and the location of the impact CIP project
 - (3) Apply planning level cost to prepare an updated impact CIP opinion of cost indentifying eligible ineligible cost.
 - D. UTRWD Infrastructure: Analyze the UTRWD rate calculation to determine if existing or future UTRWD facilities may be accounted for as part of the Impact Fee Capital Improvements Plan.
- 5.2 Maximum Assessable Water Impact Fee Calculation:
 - A. Calculate the additional service units based on the Land Use Assumptions.
 - B. Calculate the impact fee per service unit, unit equivalents by meter size and the Maximum Assessable Water Impact Fee table by meter size.
- 5.3 Water Impact Fee Update Report: prepare a draft and final Water Impact Fee Report. The report will include:
 - A. Water service area
 - B. Narrative of the impact fee update methodology
 - C. Impact fee calculations
 - D. Water Impact Fee CIP
 - E. Exhibits
- 5.4 Meetings. Prepare for and attend the following meetings:
 - A. One (1) meeting with staff to review Water Impact Fee Capital Improvements Plan, one meeting to discuss both water and wastewater
 - B. One (1) meeting with staff to review Maximum Assessable Water Impact Fees, one meeting to discuss both water and wastewater
- 5.5 Deliverables
 - A. Electronic (.pdf) copy of the Draft Water/Wastewater Impact Fee Report
 - B. Three (3) Copies of the Draft Water/Wastewater Impact Fee Reports for staff review

- C. Electronic (.pdf) copy of the Final Water/Wastewater Impact Fee Report
- D. Ten (10) Copies of the Final Water/Wastewater Impact Fee Report

TASK 6: Wastewater Impact Fee Update

Prepare the wastewater impact fee update in conformance with Chapter 395 of the Local Government Code. It is assumed that the water and wastewater impact fee reports will be combined into one report. Roadway impact fee report will be a separate document:

- 6.1 Wastewater Impact Fee Capital Improvements Plan. Coordinate with the Owner to develop the Wastewater Impact Fee Capital Improvements Plan.
 - A. City Impact Fee eligible infrastructure to be reviewed analyzed includes:
 - (1) Existing Trunk Lines
 - (2) Future Trunk Lines
 - (3) Existing and Future Lift Stations
 - (4) Existing and Future Force Mains
 - B. Capacity Analysis:
 - (1) Determine the overall capacity of existing and future infrastructure planned for the 10 year period
 - (2) Determine the capacity that is obligated to serve the existing City demands
 - (3) Determined the capacity to be used in the 10 year period based on the infrastructure capacity criteria, using land use assumptions and the existing wastewater master plan.
 - C. Impact Fee CIP
 - (1) Identify each impact CIP project with a unique name which includes its location
 - (2) Prepare an exhibit identifying the limits and the location of the impact CIP project
 - (3) Apply planning level cost to prepare an updated impact CIP opinion of cost indentifying eligible ineligible cost.
 - D. UTRWD and City of Denton Infrastructure: Analyze the UTRWD and City of Denton rate calculation to determine if existing or future UTRWD facilities may be accounted for as part of the Impact Fee Capital Improvements Plan
- 6.2 Maximum Assessable Wastewater Impact Fee Calculation:
 - A. Calculate the additional service units based on the Land Use Assumptions.
 - B. Calculate the impact fee per service unit, unit equivalents by meter size and the Maximum Assessable Wastewater Impact Fee table by meter size.
- 6.3 Wastewater Impact Fee Update Report: prepare a draft and final Wastewater Impact Fee Report. The report will include:
 - A. Wastewater service area
 - B. Narrative of the impact fee update methodology
 - C. Impact fee calculations
 - D. Water Impact Fee CIP
 - E. Exhibits
- 6.4 Meetings - Prepare for and attend the following meetings:

- A. One (1) meeting with staff to review Wastewater Impact Fee Capital Improvements Plan, one meeting to discuss both water and wastewater
 - B. One (1) meeting with staff to review Maximum Assessable Wastewater Impact Fees, one meeting to discuss both water and wastewater
- 6.5 Deliverables
- A. Electronic (.pdf) copy of the Draft Water/Wastewater Impact Fee Report
 - B. Three (3) Copies of the Draft Water/Wastewater Impact Fee Reports for staff review
 - C. Electronic (.pdf) copy of the Final Water/Wastewater Impact Fee Report
 - D. Ten (10) Copies of the Final Water/Wastewater Impact Fee Report

TASK 7: Roadway Impact Fee Update

Prepare the Roadway Impact Fee update in conformance with Chapter 395 of the Local Government Code which shall include:

- 7.1 Data Collection: The Owner will provide when available, and shall assist in obtaining:
- A. Traffic Counts:
 - (1) Collect available traffic counts from TxDOT for state and federal roadway facilities.
 - (2) The Owner will provide available data (current and historical) for all City roadway segments on the current Master Thoroughfare Plan.
 - (3) Additional traffic counts deemed necessary to supplement the counts listed above. Collect new PM peak hour traffic count data at up to five (5) locations within the City for use in the roadway impact fee analysis.
 - B. Historical Project Costing Information: The Owner shall provide available data on the actual City costs for previously completed arterial roadway improvement projects to:
 - (1) Assist in the development of planning level project costs for future projects by providing the actual construction cost for previously complete projects similar to those in the impact fee CIP.
 - (2) Include any project costs for previously completed projects with excess capacity available to serve future growth.
 - C. Development Agreements: The City will provide any existing development agreements that involve potential projects on the impact CIP
 - D. Other Agreements: The City will provide any existing agreements for County or State contributions.
- 7.2 10-Year Growth Projections and Capacity Analysis
- A. Determine land use categories to be included in the land use vehicle-mile equivalency table, using the service area boundaries established as part of Task 1 (Project Initiation).
 - B. Identify the service units for new development and the average trip length
 - (1) Using the Eighth Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual,
 - (2) Develop updated trip generation and pass-by trip rates as necessary.
 - C. Perform an analysis of existing conditions. This will include a determination of:
 - (1) roadway capacities

- (2) volumes
- (3) vehicle-miles of supply
- (4) vehicle-miles of demand
- (5) existing excess capacity
- (6) Existing deficiencies.
- D. Project traffic conditions including for:
 - (1) The ten-year planning period
 - (2) The target year for the impact fee growth projections.
 - (3) This will include growth and new demand by service area. KHA will determine the capacity available for new growth.
- 7.3 Roadway Impact Fee Capital Improvements Plan
 - A. Develop a Roadway Impact Fee Capital Improvements Plan, including:
 - (1) Planning level cost projections for anticipated projects to be included in the impact fee CIP for:
 - (a) Existing oversized facilities
 - (b) Proposed facilities designated to serve future development
 - (2) A general description of the project
 - (3) An exhibit depicting the location and limits of the Impact CIP Project
 - B. Capacity Analysis:
 - (1) Identify the portion of project improvements required to serve existing demand
 - (2) Identify the portion of project improvements required to serve new development within the 10-year planning period.
- 7.4 Maximum Assessable Roadway Impact Fee Calculation - Using the newly developed 10-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, calculate and provide the following:
 - A. Determine the cost of roadway improvements by service area
 - B. The maximum costs per service unit
 - C. The resulting maximum assessable roadway impact fees by service area. Incorporating the financial analysis, if performed, to determine the maximum assessable impact fee per service unit.
- 7.5 Roadway Report - Prepare a draft and final Roadway Impact Fee Report incorporating City comments:
 - A. Roadway service areas
 - B. Narrative of the impact fee update methodology
 - C. Impact fee calculations as described in 7.4
 - D. Roadway Impact Fee CIP
 - E. Exhibits for above items
- 7.6 Meetings. Prepare for and attend the following meetings:
 - A. One (1) meeting with staff to review Roadway Impact Fee Capital Improvements Plan
 - B. One (1) meeting with staff to review Maximum Assessable Impact Fees
- 7.7 Deliverables

- A. Electronic (.pdf) copy of the Draft Roadway Impact Fee Report
- B. Three (3) Copies of the Draft Roadway Impact Fee Reports for staff review
- C. Electronic (.pdf) copy of the Final Roadway Impact Fee Report
- D. Ten (10) Copies of the Final Roadway Impact Fee Report

TASK 8: Public Hearings, Workshop and Approval

- 8.1 Benchmarking:
 - A. Collect information on actual impact fees collected for up to ten (10) benchmark DFW area cities for up to two (2) different land uses
 - (1) Residential
 - (2) Commercial
 - B. Provided information to the Client in electronic (.xls) tabular format for use in the development of comparison tables.
- 8.2 Workshops –
 - (1) Prepare for and attend one (1) workshop to present water and wastewater master plan components for review and comment to the City Council. Present land use assumptions.
 - (2) Prepare for and attend two (2) workshops to present fundamentals of Impact Fees to the CIAC and the City Council.
 - (3) Prepare for and attend one (1) miscellaneous workshop as directed by City Staff.
- 8.3 Public Hearings:
 - A. Prepare for and attend one (1) Public Hearing with the CIAC to present the Impact Fee methodology and the respective CIP's and Maximum Assessable Impact Fees.
 - (1) Prepare Impact Fee Presentation for CIAC including Land Use Assumptions, Water, Wastewater, Roadway, and Financial Analysis components the Impact Fee Update.
 - B. Prepare for and attend one (1) Public Hearing with the council to present the Impact Fee methodology and the respective CIP's and Maximum Assessable Impact Fees.
 - (1) Prepare Impact Fee Presentation for City Council including Land Use Assumptions, Water, Wastewater, Roadway, and Financial Analysis components the Impact Fee Update.

TASK 9: Update Water Model to All Pipes Model

- 9.1 Update Infrastructure: This task involves updating the City's existing water model to include all water pipes. The existing model is skeletonized and shows only water transmission mains. The model will be updated to include smaller public mains within neighborhoods, commercial developments, etc.
 - A. Review existing model and compare to City's GIS data and available record drawings to understand portions of model needing update.
 - B. Update model with infrastructure found during review of the existing model.
 - C. Meet with City staff to discuss update, review draft model, and receive anecdotal input regarding infrastructure.
- 9.2 Hydraulic Model Update



- A. Incorporate calibration and verification steps from Task 3 to include the additional infrastructure added in this Task.
- B. Infrastructure in this task will be included in maps, data, and other deliverables as part of the master plan updates under Task 3.

TASK 10: Impact Fee Worksheet

This task involves updating the City's current impact fee worksheet as well as including into the worksheet impact fees for all previously adopted impact fees beginning in 1990.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule: Deliver draft exhibits within 180 days of notice to proceed.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 and 2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Initiation	\$10,500
Task 2 Land Use Assumptions	\$13,000
Task 3 Water Master Plan Update	\$42,000
Task 4 Wastewater Master Plan Update	\$42,000
Task 5 Water Impact Fee Update	\$25,000
Task 6 Wastewater Impact Fee Update	\$25,000
Task 7 Roadway Impact Fee Update	\$25,000
Task 8 Public Hearings, Workshop and Approval	\$17,500
Task 9 Update Water Model to All Pipes Model	\$35,000
Task 10 Impact Fee Worksheet	\$6,000

Total Lump Sum Fee \$241,000

* Tasks 1, 2, 8, and 10 include services that are required for each of the impact fee updates (Water, Wastewater, and Roadway). 1/3 of the total fee for each of these tasks can be attributable to each respective updates. Therefore, the following breakdown of lump sum fees can be used for budgeting purposes:

Water Update Fee (Task 3, 5 and 9 plus 1/3 of Tasks 1, 2, 8 and 10):	\$117,666
Wastewater Update Fee (Task 4, and 6 plus 1/3 of Tasks 1, 2, 8 and 10):	\$82,667
Roadway Update Fee (Task 7 plus 1/3 of Tasks 1, 2, 8 and 10):	\$40,667

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: A handwritten signature in blue ink that reads "M. Anthony Samarripas, P.E." with a stylized flourish at the end.

Printed Name: M. Anthony Samarripas, P.E.

Title: Vice President

EXHIBIT "B"
PROJECT SCHEDULE

DRAFT

CITY OF CORINTH
Staff Report



Meeting Date:	9/16/2021	Title: Resolution Compensation Plan
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Consider and act on a Resolution approving a compensation plan for employees, adopting pay schedules for General Government, Police, and Fire employees; and providing for an effective date.

Item Summary/Background/Prior Action

When analyzing the City’s employees’ salary distribution in the pay range, most of the employees’ salaries (62%) are under the Mid of Corinth’s current pay ranges. Ideally, salaries should be at the Mid of the pay ranges for employees with the required experience and education for the position. The FY2020-21 Annual Program of Services contains funding for a continuation of a 3% step plan progression for employees on the Police and Fire pay schedules; and a 3% merit pay increase for the general government employees, effective October 1, 2021. There is no funding for pay plan adjustments.

Financial Impact

For the continuation of the 3% step plan progression, the cost is estimated at \$152,686 for eligible police and fire employees in the general fund and \$5,400 in the Crime Control fund. The estimated cost for the 3% merit pay increases for general employees is \$140,065 in the general fund, \$43,926 in the utility fund, \$3,853 in the drainage fund, \$3,454 in the economic development, and \$391 in the child safety fund. Source of Funding: FY 2021-22 Budget

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Staff recommends adopting a Resolution approving a compensation plan for employees, adopting pay schedules for General Government, Police, and Fire employees; and providing for an effective date of October 1, 2021.

Police Pay Schedule

City of Corinth

FY 2021/2022 (Effective Octo

Section L, Item 15.

PAY GROUP	PAY BASIS	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
PD1R	A-2080 hours M B H	Police Recruit	\$ 52,811.20 \$ 4,400.93 \$ 2,031.20 \$25.39									
PD1	A-2080 hours M B H	Police Officer	\$ 58,094.40 \$ 4,841.20 \$ 2,234.40 \$ 27.93	\$ 59,820.80 \$ 4,985.06 \$ 2,300.80 \$ 28.76	\$ 61,609.60 \$ 5,134.13 \$ 2,369.60 \$ 29.62	\$ 63,440.00 \$ 5,286.66 \$ 2,440.00 \$ 30.50	\$ 65,332.80 \$ 5,444.40 \$ 2,512.80 \$ 31.41	\$ 67,288.00 \$ 5,607.33 \$ 2,588.00 \$ 32.35	\$ 69,305.60 \$ 5,775.46 \$ 2,665.60 \$ 33.32	\$ 71,364.80 \$ 5,947.06 \$ 2,744.80 \$ 34.31	\$ 73,486.40 \$ 6,123.86 \$ 2,826.40 \$ 35.33	\$ 75,670.40 \$ 6,305.86 \$ 2,910.40 \$ 36.38
PD2	A-2080 hours M B H	Police Corporal	\$ 62,920.00 \$ 5,243.33 \$ 2,420.00 \$ 30.25	\$ 64,792.00 \$ 5,399.33 \$ 2,492.00 \$ 31.15	\$ 66,726.40 \$ 5,560.53 \$ 2,566.40 \$ 32.08	\$ 68,723.20 \$ 5,726.93 \$ 2,643.20 \$ 33.04	\$ 70,782.40 \$ 5,898.53 \$ 2,722.40 \$ 34.03	\$ 72,904.00 \$ 6,075.33 \$ 2,804.00 \$ 35.05	\$ 75,088.00 \$ 6,257.33 \$ 2,888.00 \$ 36.10	\$ 77,334.40 \$ 6,444.53 \$ 2,974.40 \$ 37.18	\$ 79,643.20 \$ 6,636.93 \$ 3,063.20 \$ 38.29	\$ 82,014.40 \$ 6,834.53 \$ 3,154.40 \$ 39.43
PD3	A-2080 hours M B H	Police Sergeant	\$ 79,788.80 \$ 6,649.06 \$ 3,068.80 \$ 38.36	\$ 82,180.80 \$ 6,848.40 \$ 3,160.80 \$ 39.51	\$ 84,635.20 \$ 7,052.93 \$ 3,255.20 \$ 40.69	\$ 87,172.80 \$ 7,264.40 \$ 3,352.80 \$ 41.91	\$ 89,772.80 \$ 7,481.06 \$ 3,452.80 \$ 43.16					
PD4	A-2080 hours M B H	Police Lieutenant	\$ 92,684.80 \$ 7,723.73 \$ 3,564.80 \$ 44.56	\$ 95,451.20 \$ 7,954.26 \$ 3,671.20 \$ 45.89	\$ 98,300.80 \$ 8,191.73 \$ 3,780.80 \$ 47.26	\$101,233.60 \$ 8,436.13 \$ 3,893.60 \$ 48.67						

Progression within the Pay Group is contingent upon budget funding approved by City Council.

A = Annual
M = Monthly
B = Biweekly
H = Hourly

Exhibit A

Fire Pay Schedule

City of Corinth

FY 2021/2022 (Effective Octo

Section L, Item 15.

PAY GROUP	PAY BASIS	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
FD1R	A-2920 hours	Firefighter or Paramedic	\$52,706.00									
	M		\$4,392.17									
	B		\$2,027.15									
	H-Fire		\$18.05									
	H - 2080		\$25.33									
FD1	A-2920 hours	Firefighter-EMT	\$52,706.00	\$54,282.80	\$55,888.80	\$57,553.20	3 current Firefighter-EMTs as of Sept. 2020 are grandfathered into this pay schedule at \$19.96 per hour and are frozen unless or until they attain their Paramedic certification.					
	M		\$4,392.17	\$4,523.57	\$4,657.40	\$4,796.10						
	B		\$2,027.15	\$2,087.80	\$2,149.57	\$2,213.58						
	H-Fire		\$18.05	\$18.59	\$19.14	\$19.71						
	H - 2080		\$25.33	\$26.09	\$26.86	\$27.66						
FD2	A-2920 hours	Firefighter-Paramedic	\$57,991.20	\$59,714.00	\$61,495.20	\$63,334.80	\$65,232.80	\$67,189.20	\$69,204.00	\$71,277.20	\$73,408.80	\$75,598.80
	M		\$4,832.60	\$4,976.17	\$5,124.60	\$5,277.90	\$5,436.07	\$5,599.10	\$5,767.00	\$5,939.77	\$6,117.40	\$6,299.90
	B		\$2,230.43	\$2,296.69	\$2,365.20	\$2,435.95	\$2,508.95	\$2,584.20	\$2,661.69	\$2,741.43	\$2,823.42	\$2,907.65
	H-Fire		\$19.86	\$20.45	\$21.06	\$21.69	\$22.34	\$23.01	\$23.70	\$24.41	\$25.14	\$25.89
	H - 2080		\$27.88	\$28.70	\$29.56	\$30.44	\$31.36	\$32.30	\$33.27	\$34.26	\$35.29	\$36.34
FD3	A-2920 hours	Driver/Engineer	\$70,751.60	\$72,854.00	\$75,014.80	\$77,263.20	\$79,570.00					
	M		\$5,895.97	\$6,071.17	\$6,251.23	\$6,438.60	\$6,630.83					
	B		\$2,721.22	\$2,802.08	\$2,885.18	\$2,971.66	\$3,060.38					
	H-Fire		\$24.23	\$24.95	\$25.69	\$26.46	\$27.25					
	H - 2080		\$34.01	\$35.02	\$36.06	\$37.14	\$38.25					
FD4	A-2920 hours	Fire Captain	\$82,402.40	\$84,855.20	\$87,395.60	\$89,994.40						
	M		\$6,866.87	\$7,071.27	\$7,282.97	\$7,499.53						
	B		\$3,169.32	\$3,263.66	\$3,361.37	\$3,461.32						
	H-Fire		\$28.22	\$29.06	\$29.93	\$30.82						
	H - 2080		\$39.61	\$40.79	\$42.01	\$43.26						

Progression within the Pay Group is contingent upon budget funding approved by City Council.

A = Annual
M = Monthly
B = Biweekly
H-Fire = Hourly rate for 24 on/48 off shifts
H-2080 = Hourly rate for 40-hr. wk.

Exhibit B

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
5	A	21,548.80	25,854.40	30,160.00	
	M	1,795.73	2,154.53	2,513.33	
	B	828.80	994.40	1,160.00	
	H	10.36	12.43	14.50	
6	A	22,609.60	27,123.20	31,636.80	Seasonal Summer Camp Leader
	M	1,884.13	2,260.27	2,636.40	
	B	869.60	1,043.20	1,216.80	
	H	10.87	13.04	15.21	
7	A	23,732.80	28,475.20	33,217.60	Intern - School
	M	1,977.73	2,372.93	2,768.13	Intern - Emergency Management
	B	912.80	1,095.20	1,277.60	
	H	11.41	13.69	15.97	
8	A	24,918.40	29,889.60	34,881.60	P/T Crossing Guard
	M	2,076.53	2,490.80	2,906.80	
	B	958.40	1,149.60	1,341.60	
	H	11.98	14.37	16.77	
9	A	26,145.60	31,366.40	36,587.20	Seasonal Summer Camp Coordinator
	M	2,178.80	2,613.87	3,048.93	
	B	1,005.60	1,206.40	1,407.20	
	H	12.57	15.08	17.59	
10	A	27,435.20	32,905.60	38,396.80	
	M	2,286.27	2,742.13	3,199.73	
	B	1,055.20	1,265.60	1,476.80	
	H	13.19	15.82	18.46	
11	A	28,787.20	34,528.00	40,289.60	
	M	2,398.93	2,877.33	3,357.47	
	B	1,107.20	1,328.00	1,549.60	
	H	13.84	16.60	19.37	
12	A	30,222.40	36,254.40	42,307.20	Maintenance Worker (Parks)
	M	2,518.53	3,021.20	3,525.60	Maintenance Worker (Streets & Drainage)
	B	1,162.40	1,394.40	1,627.20	Utility Maintenance Worker Intern - Engineering
	H	14.53	17.43	20.34	P/T Recreation Assistant Intern - Communications
13	A	31,720.00	38,064.00	44,408.00	Meter Maintenance Worker
	M	2,643.33	3,172.00	3,700.67	Utility Services Worker
	B	1,220.00	1,464.00	1,708.00	
	H	15.25	18.30	21.35	
14	A	33,300.80	39,956.80	46,612.80	P/T Accounts Payable Technician P/T Purchasing Technician
	M	2,775.07	3,329.73	3,884.40	Utility Billing Technician
	B	1,280.80	1,536.80	1,792.80	Utilities Systems Technician
	H	16.01	19.21	22.41	Light Equipment Operator
15	A	34,964.80	41,953.60	48,942.40	Support Services Assistant (Police)
	M	2,913.73	3,496.13	4,078.53	Deputy Court Clerk
	B	1,344.80	1,613.60	1,882.40	
	H	16.81	20.17	23.53	
16	A	36,712.00	44,054.40	51,396.80	Heavy Equipment Operator (Streets)
	M	3,059.33	3,671.20	4,283.07	Heavy Equipment Operator (W/WW)
	B	1,412.00	1,694.40	1,976.80	Animal Control Officer
	H	17.65	21.18	24.71	Senior Utility Billing Technician
17	A	38,542.40	46,238.40	53,955.20	
	M	3,211.87	3,853.20	4,496.27	
	B	1,482.40	1,778.40	2,075.20	
	H	18.53	22.23	25.94	
18	A	40,456.00	48,547.20	56,638.40	Administrative Assistant (Public Works)
	M	3,371.33	4,045.60	4,719.87	Development Analyst
	B	1,556.00	1,867.20	2,178.40	
	H	19.45	23.34	27.23	
19	A	42,473.60	50,960.00	59,446.40	Code Compliance Officer Crew Leader (Streets)
	M	3,539.47	4,246.67	4,953.87	Crew Leader (Drainage)
	B	1,633.60	1,960.00	2,286.40	Crew Leader (Parks)
	H	20.42	24.50	28.58	Crew Leader (W/WW)
20	A	44,595.20	53,497.60	62,420.80	Municipal Court Coordinator HR Analyst
	M	3,716.27	4,458.13	5,201.73	Senior Administrative Assistant (Police) Buyer
	B	1,715.20	2,057.60	2,400.80	Senior Administrative Assistant (Fire) Construction Inspector
	H	21.44	25.72	30.01	Senior Administrative Assistant (Admin) Communications Specialist
21	A	46,820.80	56,180.80	65,540.80	Building Inspector
	M	3,901.73	4,681.73	5,461.73	Technology Services Specialist I
	B	1,800.80	2,160.80	2,520.80	
	H	22.51	27.01	31.51	

A = Annual
M = Monthly
B = Biweekly
H = Hourly

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
22	A	49,150.40	58,968.00	68,806.40	Human Resources Generalist
	M	4,095.87	4,914.00	5,733.87	Technology Services Specialist II
	B	1,890.40	2,268.00	2,646.40	GIS Manager
	H	23.63	28.35	33.08	
23	A	51,604.80	61,921.60	72,238.40	Engineering Services Coordinator
	M	4,300.40	5,160.13	6,019.87	Technology Services Specialist III
	B	1,984.80	2,381.60	2,778.40	
	H	24.81	29.77	34.73	
24	A	54,184.00	65,020.80	75,857.60	Supervisor (W/WW) Planner
	M	4,515.33	5,418.40	6,321.47	Building Inspections Supervisor Customer Services Manager
	B	2,084.00	2,500.80	2,917.60	Technology Services Network Administrator
	H	26.05	31.26	36.47	City Marshal
25	A	56,888.00	68,265.60	79,643.20	Municipal Court Administrator
	M	4,740.67	5,688.80	6,636.93	
	B	2,188.00	2,625.60	3,063.20	
	H	27.35	32.82	38.29	
26	A	59,716.80	71,656.00	83,595.20	GIS Manager
	M	4,976.40	5,971.33	6,966.27	Assistant Fire Marshall
	B	2,296.80	2,756.00	3,215.20	Purchasing Agent
	H	28.71	34.45	40.19	Communications and Marketing Manager
27	A	62,691.20	75,212.80	87,755.20	City Secretary
	M	5,224.27	6,267.73	7,312.93	
	B	2,411.20	2,892.80	3,375.20	
	H	30.14	36.16	42.19	
28	A	65,811.20	78,956.80	92,123.20	Parks, Recreation & Strategic Asset Manager
	M	5,484.27	6,579.73	7,676.93	Operations Manager (Streets, Fleet & Drainage)
	B	2,531.20	3,036.80	3,543.20	Operations Manager (W/WW)
	H	31.64	37.96	44.29	Comptroller
29	A	69,097.60	82,908.80	96,720.00	Planning and Development Manager
	M	5,758.13	6,909.07	8,060.00	Building Official
	B	2,657.60	3,188.80	3,720.00	Technology Services Manager
	H	33.22	39.86	46.50	Chief Budget Officer
30	A	72,550.40	87,048.00	101,566.40	
	M	6,045.87	7,254.00	8,463.87	
	B	2,790.40	3,348.00	3,906.40	
	H	34.88	41.85	48.83	
31	A	76,169.60	91,395.20	106,620.80	Assistant Finance Director
	M	6,347.47	7,616.27	8,885.07	
	B	2,929.60	3,515.20	4,100.80	
	H	36.62	43.94	51.26	
32	A	79,976.00	95,971.20	111,966.40	
	M	6,664.67	7,997.60	9,330.53	
	B	3,076.00	3,691.20	4,306.40	
	H	38.45	46.14	53.83	
33	A	83,969.60	100,755.20	117,540.80	City Engineer
	M	6,997.47	8,396.27	9,795.07	Division Chief (Fire)
	B	3,229.60	3,875.20	4,520.80	Chief Technology Officer
	H	40.37	48.44	56.51	
34	A	88,150.40	105,768.00	123,406.40	
	M	7,345.87	8,814.00	10,283.87	
	B	3,390.40	4,068.00	4,746.40	
	H	42.38	50.85	59.33	
35	A	92,539.20	111,030.40	129,542.40	Director of Economic Development
	M	7,711.60	9,252.53	10,795.20	Director of Human Resources
	B	3,559.20	4,270.40	4,982.40	Police Captain
	H	44.49	53.38	62.28	
36	A	97,156.80	116,584.00	136,011.20	
	M	8,096.40	9,715.33	11,334.27	
	B	3,736.80	4,484.00	5,231.20	
	H	46.71	56.05	65.39	
37	A	102,003.20	122,387.20	142,792.00	Assistant Fire Chief
	M	8,500.27	10,198.93	11,899.33	Director of Public Works
	B	3,923.20	4,707.20	5,492.00	
	H	49.04	58.84	68.65	

A = Annual
M = Monthly
B = Biweekly
H = Hourly

Section L, Item 15.

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
38	A	107,099.20	128,502.40	149,926.40	
	M	8,924.93	10,708.53	12,493.87	
	B	4,119.20	4,942.40	5,766.40	
	H	51.49	61.78	72.08	
39	A	112,444.80	134,929.60	157,414.40	
	M	9,370.40	11,244.13	13,117.87	
	B	4,324.80	5,189.60	6,054.40	
	H	54.06	64.87	75.68	
40	A	118,060.80	141,668.80	165,276.80	Director of Finance, Communications and Strategic Services
	M	9,838.40	11,805.73	13,773.07	Fire Chief
	B	4,540.80	5,448.80	6,356.80	Police Chief
	H	56.76	68.11	79.46	Director of Planning and Development
41	A	123,947.20	148,720.00	173,513.60	
	M	10,328.93	12,393.33	14,459.47	
	B	4,767.20	5,720.00	6,673.60	
	H	59.59	71.50	83.42	
42	A	130,124.80	156,145.60	182,166.40	
	M	10,843.73	13,012.13	15,180.53	
	B	5,004.80	6,005.60	7,006.40	
	H	62.56	75.07	87.58	
43	A	136,614.40	163,924.80	191,256.00	
	M	11,384.53	13,660.40	15,938.00	
	B	5,254.40	6,304.80	7,356.00	
	H	65.68	78.81	91.95	
44	A	143,436.80	172,120.00	200,803.20	
	M	11,953.07	14,343.33	16,733.60	
	B	5,516.80	6,620.00	7,723.20	
	H	68.96	82.75	96.54	
45	A	150,592.00	180,710.40	210,828.80	
	M	12,549.33	15,059.20	17,569.07	
	B	5,792.00	6,950.40	8,108.80	
	H	72.40	86.88	101.36	
46	A	158,121.60	189,737.60	221,353.60	
	M	13,176.80	15,811.47	18,446.13	
	B	6,081.60	7,297.60	8,513.60	
	H	76.02	91.22	106.42	
47	A	166,025.60	199,222.40	232,419.20	
	M	13,835.47	16,601.87	19,368.27	
	B	6,385.60	7,662.40	8,939.20	
	H	79.82	95.78	111.74	

A = Annual
M = Monthly
B = Biweekly
H = Hourly

RESOLUTION NO. 21-09-16-XX

A RESOLUTION APPROVING A COMPENSATION PLAN FOR EMPLOYEES, ADOPTING PAY SCHEDULES FOR GENERAL GOVERNMENT, POLICE, AND FIRE EMPLOYEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FY2021-22 Annual Program of Services contains funding for a continuation of a 3% step plan progression for employees on the Police and Fire pay schedules and a 3% merit pay increase for the general government employees; it does not include pay plan adjustments; and

WHEREAS, the City Council desires to approve the recommendations of the City Staff, subject to certain conditions, as more particularly set forth hereinbelow;

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

SECTION 1.

That the Pay Schedule for certain employees of the Police Department, attached hereto as Exhibit A, and the Pay Schedule for certain employees of the Fire Department, attached hereto as Exhibit B, are adopted and approved,

SECTION 2.

The progression of eligible employees on the Police Pay Schedule within the Pay Group, and the progression of eligible employees on the Fire Pay Schedule within the Pay Group, is approved, subject to the following:

- A. Employees who receive a salary less than the maximum pay for the Pay Group assigned to their job classification, will receive a salary adjustment to place them at one Step higher within their Pay Group of the Pay Schedule. This increase will be effective October 1, 2021 for those employees that have been in the position since or before April 1, 2021.
 - 1. Employees hired after April 1, 2021 and before October 1, 2021 who receive a salary less than the maximum pay for the Pay Group assigned to their job classification **will be eligible** for a Step increase on the date they complete six (6) months in their position.

2. Employees hired as Police Recruit that have become Police Officer **will not be eligible** for a Step increase unless they have been in the position (as a police officer) since April 1, 2021.
- B. Those employees whose salary is at the maximum pay for the Pay Group assigned to their job classification **are not eligible** for a Step increase. Such employees will be eligible to receive the merit increase available for employees on the General Government Pay Schedule. Any increase is contingent upon and subject to the employee meeting the General Government Pay Schedule merit increase requirements for eligibility and the Chief of Department’s decision. Any such increase will be based on the salary assigned to the maximum pay for the employees’ pay group on the pay schedule as October 1, 2021 and will be provided as a lump sum on October 15, 2021.
- C. Employees with an overall performance rating of “Needs Improvement” shall not receive a Step increase or Lump Sum payment.

SECTION 3.

Placement of newly hired employees on the Police and Fire Pay Schedules will be determined by the Department’s Chief based on experience and qualifications, contingent upon approval from the Human Resources Director and the City Manager.

SECTION 4.

Progression within the Pay Group in future fiscal years is contingent upon City Council approval of budget funds.

SECTION 5.

That the Pay Schedule for all other City employees on the General Government Pay Schedule, attached hereto as Exhibit C, is hereby adopted and approved, subject to the following:

- A. Effective October 1, 2021, employees will be eligible for a merit increase contingent to the eligibility procedure established by the City Manager.

SECTION 6.

- A. The City Council authorizes the City Manager to administer the Classification and Compensation Plan, including the Merit Increase, Progression Plan for Maintenance Workers to Light Equipment Operators in the Public Works Department, and to establish procedures for the same. **Overall adjustments to the Pay Schedules are authorized only upon approval by the City Council.**

B. If, while the Pay Schedules are effective, the City Council approves a Cost of Living Adjustment (COLA) to raise employees' base pay, the COLA will not apply to the Pay Schedules unless adopted by the City Council. If a COLA is granted to an employee's base pay, the employee cannot receive an increase which would result in the employee receiving a higher level of pay than the maximum range paid for the employee's position. Where an employee's pay is close to the maximum range, the employee will receive a base pay increase to the maximum rate for the Pay Group for that job classification and any remaining COLA increase will be provided as a lump sum. If the City Council approves a COLA to the Pay Schedules, each pay rate on each Pay Schedule shall be adjusted by the percentage increase authorized by the City Council.

SECTION 7.

This Resolution shall become effective immediately upon passage and the Pay Schedules shall become effective October 1, 2021.

PASSED AND APPROVED THIS 16 DAY OF SEPTEMBER 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wyle, Interim City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

CITY OF CORINTH
Staff Report



Meeting Date:	9/16/2021	Title: Appointment Boards and Commissions
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input checked="" type="checkbox"/> Economic Development Corporation <input checked="" type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input checked="" type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input checked="" type="checkbox"/> Keep Corinth Beautiful <input checked="" type="checkbox"/> Ethics Commission	
	Click to enter recommendation/decision of supporting group.	

Item/Caption

Consider and act on nominations, appointments, resignations, and removal of board and commission members.

Item Summary/Background/Prior Action

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

Advisory board interviews were conducted September 7 – 9 for 2021 – 2022 for places on the Board of Adjustments, Board of Construction Appeals, Corinth Economic Development Corporation, Ethics Committee, Finance Audit Committee, Keep Corinth Beautiful, Parks and Recreation Board, and Planning and Zoning.

The boards and commissions have the following seats to be filled:

- Board of Adjustments and Construction Appeals - Place 1, Place 3, Place 5, Place 6-2nd Alternate (vacant), Place 7-1st Alternate
- Corinth Economic Development Corporation - Place 1, Place 3, Place 5, and Place 7
- Ethics Committee - Place 1, Place 3, and Place 5
- Finance Audit Committee - Place 4 Citizen Member
- Keep Corinth Beautiful - Place 1, Place 3, Place 4 (Vacant), Place 5, Place 7, Place 8, and Place 9
- Parks and Recreation Board - Place 1, Place 3, and Place 5

Planning and Zoning Commission - Place 1, Place 3, Place 5, and Place 7-1st Alternate (vacant)

Staff Recommendation/Motion

N/A