

Amended 06/14/2021



CITY COUNCIL WORKSHOP & REGULAR SESSION

Thursday, June 17, 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, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

C. WORKSHOP AGENDA

1. Draft Tree Preservation Ordinance provisions/concepts for discussion, consideration, and direction.
2. Receive a presentation of the development plans for Parkway at the District submitted by Realty Capital Management, LLC for the city owned property located at the southwest corner of Interstate 35E and Corinth Parkway.
3. Review and discuss the proposed Golf Cart regulations.
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.

D. 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.

E. 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.

5. Consider and act on minutes from May 20, 2021, May 27, 2021, and June 3, 2021.

F. BUSINESS AGENDA

6. Consider approval of Ordinance No. 21-06-17-18, an ordinance of the City Council of the City of Corinth, Texas, amending Title VII, "Traffic Code", of the City's Code of Ordinances by adding a new chapter, Chapter 73 to be entitled, "Golf Carts", to provide for regulations for golf carts operated within the city.
7. Consider approval of a contract with Architexas for the architectural design of the Commons at Agora in the amount of \$346,960.00 and authorize the City Manager to execute any necessary documents.

8. Consider approval of Contract Amendment No. 1 with Jones|Carter to add the engineering site design of the Commons at Agora in the amount of \$393,240.00 for a total contract price of \$921,690 for design of the streets and park civil infrastructure and authorize the City Manager to execute any necessary documents.
9. Consider approval of a contract with TBG Partners for the architectural design of the Commons at Agora in the amount of \$394,400 and authorize the City Manager to execute any necessary documents.
10. Discuss and consider approval of a professional engineering design and surveying contract with Lockwood Andrews and Newman, Inc for the street and utility infrastructure for NCTC Way and the related design of the closure of the railroad crossings at N. Corinth Street and Walton Drive in the amount of \$307,281.00 and authorizing the City Manager to execute any necessary documents.

G. 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.

H. 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. Interlocal Agreements; Mutual Aid Agreements; Governmental Services
- b. Williams/Washington claims
- c. Martinez v. City of Corinth Police Department, et al, Case 4:21-cv-00146-ALM (U.S. District Court - Eastern District)

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

- a. .7 acres, more or less, of land located at 6801 S. I-35E, Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 8 (F)
- b. .787 acres, more or less, of land located at 3404 Dobbs Road, Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 7 (F)
- c. .972 acres of land, more or less, located at 1501 N. Corinth Street within the J.P. Walton Survey, Abstract No. 1389, within the City of Corinth, Denton County, Texas. (E)

- d. Right-of-way consisting of 1.56 acres located at 6881 I-35E and 3404 Dobbs Road along Dobbs and within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas (M/B)
- e. Streetlight Valuation

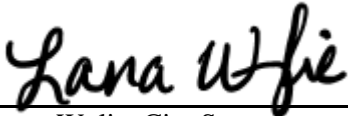
Section 551.087. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body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

- a. Project Agora

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

J. ADJOURN

Posted on this 14th day of June 2021, at 5:30 P.M., on the bulletin board at Corinth City Hall



Lana Wylie, City Secretary
City of Corinth, Texas

3. **Tree Survey and Protection Plan Requirements/Landscape Plan** (*outlines required categories and formatting of survey and plan to provide uniformity in submissions and consistency*)
 4. **Violation** (*defines what is considered a violation of this section*)
 5. **Tree Removal Permit Review and Approval Process** (*outlines the review and approval process suggesting administrative review at staff level though at the discretion of the Planning and Development Direction to forward to City Council for consideration through “application deferral”*).
 6. **Deferral Procedure**
 7. **Appeals** (*establishes a process for appeals to administrative decisions*)
- E. **Mitigation Requirements for Protected Trees Removed**
1. Replacement Rate calculations based on activity type and **sliding scale** based on caliper inches of Protected Tree removed (*table format*)
 2. **Credits** offered for Protected Tree Preservation Efforts (sliding scale when a certain base percentage is preserved in common open space, etc. (*table format*))
 3. Fee-in-lieu-of replacement
- F. **Replacement of Protected Trees** (*to establish standards for replacement timing, location, etc.*)
- G. **Tree Protection Measures at time of Construction** (*clearly define how to ID and protect tree to be saved during construction practices, provide graphic image “protection detail” requirements for disposal, final inspection, etc.*)
- H. **Protected Tree Replacement and Maintenance after Development** (*requirements for replacement should a protected tree die after construction*)

Administration of the Tree Fund

Staff Recommendation/Motion

Direct Staff to receive input from Planning and Zoning Commission on draft ordinance provisions, conduct Public Hearing, and offer recommendation for City Council Consideration.

PARKWAY AT THE DISTRICT CONCEPT PLAN

FIGURE 3.1
CONCEPT PLAN



CITY OF CORINTH
Staff Report



Meeting Date:	6/17/2021	Title:	Golf Cart Regulations
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 type="checkbox"/> Owner <input checked="" 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

Review and discuss the proposed Golf Cart regulations.

Item Summary/Background/Prior Action

The City Council had requested that staff review and evaluate the ordinance passed by Hickory Creek and Lake Dallas in relation to the authorization of Golf Carts on City streets. Staff reviewed the ordinances and reviewed state codes in relation to Golf Carts. Staff Presented at the June 18, 2020 Council Meeting the findings and to help ask questions on how they would like for us to proceed. It was recommended that the City perform a short citizen survey to evaluate the desire. The results of the survey were presented to Council on October 1, 2020. At which time it was determined that the regulation of golf carts needed to be considered alongside the discussion relating to speed limit studies on several of the arterial and collector roadways. The speed studies were completed, and revised speed limits were adopted April 5, 2021.

The existing regulations on golf carts begins with the State [Transportation Code Section 551.401](#).

SUBCHAPTER F. GOLF CARTS

Sec. 551.401. DEFINITION. In this subchapter, "golf cart" means a motor vehicle designed by the manufacturer primarily for use on a golf course.

Sec. 551.402. REGISTRATION NOT AUTHORIZED; LICENSE PLATES.

- (a) The Texas Department of Motor Vehicles may not register a golf cart for operation on a highway regardless of whether any alteration has been made to the golf cart.

- (b) A person may operate a golf cart on a highway in a manner authorized by this subchapter only if the vehicle displays a license plate issued under this section.
- (c) The Texas Department of Motor Vehicles:
 - (1) shall by rule establish a procedure to issue license plates for golf carts; and
 - (2) may charge a fee not to exceed \$10 for the cost of the license plate, to be deposited to the credit of the Texas Department of Motor Vehicles fund.
- (d) A golf cart license plate does not expire. A person who becomes the owner of a golf cart for which the previous owner obtained a license plate may not use the previous owner's license plate.

Sec. 551.403. OPERATION AUTHORIZED IN CERTAIN AREAS. An operator may operate a golf cart:

- (1) in a master planned community:
 - (A) that has in place a uniform set of restrictive covenants; and
 - (B) for which a county or municipality has approved a plat;
- (2) on a public or private beach that is open to vehicular traffic; or
- (3) on a highway for which the posted speed limit is not more than 35 miles per hour, if the golf cart is operated:
 - (A) during the daytime; and
 - (B) not more than two miles from the location where the golf cart is usually parked and for transportation to or from a golf course.

Sec. 551.4031. PROHIBITION OF OPERATION ON HIGHWAY BY MUNICIPALITY, COUNTY, OR DEPARTMENT.

- (a) A county or municipality may prohibit the operation of a golf cart on a highway under Section 551.404 if the governing body of the county or municipality determines that the prohibition is necessary in the interest of safety.
- (b) The Texas Department of Transportation may prohibit the operation of a golf cart on a highway under Section 551.404 if the department determines that the prohibition is necessary in the interest of safety.

Sec. 551.404. OPERATION ON HIGHWAY AUTHORIZED BY MUNICIPALITY OR CERTAIN COUNTIES. (a) In addition to the operation authorized by Section 551.403, the governing body of a municipality may allow an operator to operate a golf cart on all or part of a highway that:

- (1) is in the corporate boundaries of the municipality; and
- (2) has a posted speed limit of not more than 35 miles per hour.
- (c) In addition to the operation authorized by Section 551.403, the commissioners court of a county described by Subsection (c) may allow an operator to operate a golf cart on all or part of a highway that:
 - (1) is located in the unincorporated area of the county; and
 - (2) has a speed limit of not more than 35 miles per hour.
- (d) Subsection (b) applies only to a county that:
 - (1) borders or contains a portion of the Red River;
 - (2) borders or contains a portion of the Guadalupe River and contains a part of a barrier island that borders the Gulf of Mexico; or
 - (3) is adjacent to a county described by Subdivision (2) and:
 - (A) has a population of less than 37,000; and
 - (B) contains a part of a barrier island or peninsula that borders the Gulf of Mexico.

Sec. 551.4041. EQUIPMENT. A golf cart operated under Section 551.404 must have the following equipment:

- (1) headlamps;
- (2) taillamps;
- (3) reflectors;

- (4) parking brake; and
- (5) mirrors.

Sec. 551.405. CROSSING INTERSECTIONS. A golf cart may cross a highway at an intersection, including an intersection with a highway that has a posted speed limit of more than 35 miles per hour.

The State statutes are not clear as to whom can operate a golf cart. Is a drivers license required? The proposed Ordinance and the ordinances already approved by Hickory Creek and Lake Dallas include language to define that a golf cart operator must have a valid driver's license.

Summary of proposed Ordinance Regulations:

- 1) Must obtain a permit for golf cart from PD
 - a. Contact, address, names, year, make, model, gas or electric, copy of insurance.
 - b. An affidavit whereby the applicant under oath swears and affirms that the golf cart for which the permit is sought is fully equipped as required Only operate on roadways 35 mph or less
 - c. Permit affixed to left side of cart, visible from 50'
 - d. Valid for 2 years
 - e. After golf cart is sold, must notify PD
 - f. Permit can be revoked by PD if 3 citations have been issued
- 2) Valid driver's license
- 3) Valid insurance for golf cart
- 4) Headlamps
- 5) Tail lamps
- 6) Turn signals
- 7) Side reflectors
- 8) Parking brake
- 9) Rearview mirror
- 10) Slow moving vehicle emblem
- 11) Seat belts for each passenger
- 12) While in motion, all occupants must remain seated, with a seatbelt and may not ride on someone's lap
- 13) Restricting operation on (Except to cross):
 - a. FM 2181
 - b. FM 2499
 - c. Lake Sharon Drive
 - d. Post Oak – (I-35E to Robinson & Lake Sharon to FM 2499)
- 14) May not operate within:
 - a. Public park
 - b. Sidewalk
 - c. Pedestrian walkway, jogging path, trail or other public path used for pedestrian traffic
- 15) Move to the right side of the road and yield to faster moving vehicles
- 16) Shall not overtake or pass in the same lane.
- 17) Shall not operate between lanes of traffic.
- 18) Shall only cross multi-lane federal, county or state routes at an intersection with all way traffic control.
- 19) No towing of any kind, trailer, vehicle, roller skate/skateboard/bicycle.
- 20) Owner of golf cart is liable for any negligent actions.

21) Exempt:

- a. If used by City Employee while serving employment duties.
- b. If used during a parade

Reciprocity between Hickory Creek, Shady Shores, Lake Dallas. No additional permit required if already obtained one from other Cities.

Financial Impact

Anticipated additional administrative work due to new permit to issue. Unknown cost currently.

Applicable Owner/Stakeholder Policy

Providing a mechanism for allowing golf carts on streets is responding to a stakeholder interest. The ownership interest is ensuring smooth traffic operations. The council approach is to provide safe and smooth streets for the benefit of the owners while allowing the golf cars to co-exist for stakeholders.

Staff Recommendation/Motion

Recommend approving Ordinance No. 2021-06-17-18, amending Title VII, “Traffic Code”, of the City’s Code of Ordinances by adding a new chapter, Chapter 73 to be entitled, “Golf Carts”, to provide for regulations for golf carts operated within the city.

CITY OF CORINTH
Staff Report

Meeting Date:	6/3/2021	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 May 20, 2021, May 27, 2021, and June 3, 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 & REGULAR SESSION -
MINUTES**

Thursday, May 20, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 20th day of May 2021, the City Council of the City of Corinth, Texas, met in Workshop and Regular Session at the Corinth City Hall. 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
- Kelly Pickens, Council Member
- Steve Holzwarth, Council Member
- Tina Henderson, Council Member

Staff Members Present:

- Bob Hart, City Manager
- Lana Wylie, City Secretary
- Patricia Adams, Messer – Fort – McDonald
- Jerry Garner, Police Chief
- Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
- Helen-Eve Beadle, Planning & Development Director
- Glenn Barker, Public Works Director
- George Marshall, City Engineer
- Brett Cast, Chief Budget Officer
- Michelle Mixell, Planning & Development Manager
- Shea Rodgers, Chief Technology Officer
- James Trussell, Multi-Media Video Production Intern
- Lance Stacy, City Marshal

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

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

B. WORKSHOP AGENDA

1. Continue the discussion on policy governance from a presentation at the March 18, 2021, City Council meeting.

The item was presented and discussed.

2. Review and provide Staff guidance on options for video streaming and remote participation for City Council, Board, and Commission meetings.

The item was presented and discussed.

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

No items for the Regular Meeting were discussed.

C. PROCLAMATIONS AND PRESENTATIONS

- 4. Proclamation Supporting Denton County’s Mental Health Month, May 2021, and Children’s Mental Health Awareness Day, May 7, 2021.

Mayor Heidemann read the proclamation.

D. 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.

There were no comments made.

E. 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.

- 5. Consider and act on minutes from March 18, 2021, April 1, 2021, April 15, 2021.
- 6. Consider and act on an agreement for auditing services with Eide Bailey, LLC.
- 7. Consider and act on a professional services agreement between the Corinth Economic Development Corporation and Envision Planning Group, LLC.
- 8. Consider and act on Ordinance No. 21-05-20-14 amending Ordinance No. 20-09-24-31 adopting the fiscal year 2020-2021 City of Corinth Budget and Annual Program of Services to provide for the expenditure of funds from the Economic Development Corporation Fund for the purchase of property from TXDOT and an increase in revenues for the sale of property to DATCU; and providing an effective date.
- 9. Consider adoption of Resolution No. 21-05-20-17 providing for the denial of a rate application submitted by Oncor Electric Delivery Company, LLC and authorizing participation in the Oncor Cities Steering Committee for review before the Public Utility Commission of Texas.

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

F. PUBLIC HEARING

- 10. Conduct a Public Hearing on an Ordinance of the City Council of the City of Corinth, Texas, repealing and readopting Section 130.04, “Curfew for Minors”, of Chapter 130, “Offenses Against City Regulations”, of Title XVIII, “General Offenses”, of the City’s Code of Ordinances in its entirety to establish an enforceable curfew for minors within the City; and providing an effective date.

The item was presented and discussed. Mayor Heidemann opened the Public Hearing at 6:50 P.M. and closed at 6:51 P.M. There were no comments made.

G. BUSINESS AGENDA

11. Consider and act upon an Alternative Compliance-Tree Preservation Application for the removal and replanting of Protected Trees (6+ caliper inches) located on ±36.220 acres within the proposed Walton Ridge residential subdivision consisting of 164 residential lots and 10 open space lots generally located north of Walton Drive, south of Black Jack Lane, Sand Jack Drive and Danbury Cove/Circle, east of North Corinth Street, and west of Shady Rest Lane. (AC21-0004 Walton Ridge Alternative Compliance – Tree Preservation)

Michelle Mixell, Planning Manager, presented and discussion followed.

Motion made by Burke to approve as presented approval as presented by granting the removal and replacement of protected trees as outlined in the attached Application for Alternative Compliance Worksheet and as depicted on the Landscape Plan, sheet L-1.0. No fees-in-lieu-of replanting will be required as all 791 CI are being replanted. Seconded by Garber.

Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

12. Consider and act on Ordinance No. 21-05-20-15 amending Ordinance No. 21-03-18-10 by repealing Section 2 “City Facilities/Mitigation Efforts in its entirety, to remove face mask requirements within city facilities and reopening city facilities beginning June 1, 2021.

Motion made by Garber to approve Ordinance No. 21-05-20-15 as presented. Seconded by Burke.

Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

13. Consider and act on nominations, appointments, resignations, and removal of board members for the Planning & Development Commission.

Motion made by Garber to appoint Wade May as Place 4 Commissioner and to serve as the Vice-Chair of the Planning & Zoning Commission. Seconded by Pickens.

Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

14. Consider and act on an Interlocal Agreement (ILA) with Lake Dallas, Hickory Creek, and Shady Shores for the consulting services of Marketplace.city to identify potential broadband providers.

Motion made by Garber to approve the Interlocal Agreement between the Lake Cities to engage with Marketplace.city. Seconded by Burke.

Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

H. 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.

CoServ and Lake Cities Chamber mixer on May 25, 2021, at 5:30 P.M., at the Keep Corinth Beautiful Butterfly Garden at Community Park, and the ribbon cuttings on May 27, 2021, at 11:00 A.M, for Epic Nails, Doggie Wonderland and Bones & Burritos.

The City Council is invited to attend the grand opening of Lake Ralph Hall and announced the Joint Meeting with the Lake Cities on June 9, 2021, at 6:00 P.M.

The Lake Cities have limited knowledge of the emergency management plan but is creating a procedure manual.

Mayor Heidemann recessed the Regular Session at 7:12 P.M. and immediately convened into Closed Session.

I. CLOSED SESSION

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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. Carlos.Martinez v. City of Corinth Police Department, James Hulse, Rashann Douglas, and Hershall Reynolds. Case 4:21-CV-00146-ALM, U.S. District Court (Eastern District) 2021

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

- a. .7 acres, more or less, of land located at 6801 S. I-35E, Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 8 (F)
- b. .787 acres, more or less, of land located at 3404 Dobbs Road, Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 7 (F)
- c. .972 acres of land, more or less, located at 1501 N. Corinth Street within the J.P. Walton Survey, Abstract No. 1389, within the City of Corinth, Denton County, Texas (E)

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

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

Mayor Heidemann recessed the Closed Session and immediately reconvened into the Regular Session at 7:52 P.M.

Motion made by Burke to authorize the City Manager to execute the necessary documents pertaining to .7 acres, more or less, of land located at 6801 S. I-35E, Corinth, TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 8 (F) and .787 acres, more or less, of land located at 3404 Dobbs Road, Corinth, TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 7 (F). Seconded by Garber.
Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

K. ADJOURN

Mayor Heidemann adjourned the Special Session at 7:55 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas



CITY COUNCIL SPECIAL WORKSHOP SESSION - MINUTES

Thursday, May 27, 2021 at 5:30 PM

City Hall | 3300 Corinth Parkway

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 27th day of May 2021, the City Council of the City of Corinth, Texas, met in Special Workshop Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lana Wylie, City Secretary

A. CALL TO ORDER

Mayor Heidemann called the meeting to order at 5:36 P.M.

B. WORKSHOP AGENDA

1. Receive a report, hold a discussion and give staff direction on the strategic plan and priorities for the annual budget.

- Attract Quality Development
- Citizen Engagement
- Proactive Government
- Regional Cooperation
- Health & Safety
- Organizational Development

The item was presented and discussed.

C. ADJOURN

Mayor Heidemann adjourned the meeting at 8:14 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas



CITY COUNCIL WORKSHOP & REGULAR SESSION - MINUTES

Thursday, June 03, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 3rd day of June 2021, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

- Bob Hart, City Manager
- Lana Wylie, City Secretary
- Patricia Adams, Messer – Fort – McDonald
- Jerry Garner, Police Chief
- Glenn Barker, Public Works Director
- Michelle Mixell, Planning Manager
- Miguel Inclan, Planner
- Shea Rodgers, Chief Technology Officer
- James Trussell, Multi-Media Video Production Intern
- Lance Stacy, City Marshal

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

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

B. WORKSHOP AGENDA

1. Conduct training on the use of the iPads

The item was presented and discussed.

2. Continue the discussion and review of budget priority session, including revisions to the vision/ends and mission statements.

The recap from May 27th budget priority workshop session was discussed.

C. 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.

There were no comments.

D. 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 May 11, 2021.
- 4. Consider and take appropriate action on Resolution No. 21-06-03-18, a resolution of the City of Corinth, Texas approving an Interlocal Cooperation Agreement for Cooperative Purchasing with the City of Grand Prairie, Texas in accordance with Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code to avoid duplicative procurement efforts and to obtain volume purchasing; authorizing the City Manager to execute the Agreement and any related documents as required by the Agreement; and providing an effective date.
- 5. Consider and act on amendments to the North Central Texas Trauma Regional Advisory Council (NCTTRAC) Regional Programs Participation Agreement and Business Associate Agreement
- 6. Consider and act on the contract appointing Stephanie M. Berry as Associate Municipal Judge for the City of Corinth Municipal Court of Record.

There was no discussion on the Consent Agenda.

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

E. PUBLIC HEARING

7. Consider and take action on Ordinance No. 21-06-03-16, an Ordinance of the City Council of the City of Corinth, Texas, repealing and readopting Section 130.04, "Curfew for Minors", of Chapter 130, "Offenses Against City Regulations", of Title XVIII, "General Offenses", of the City's Code of Ordinances in its entirety to establish an enforceable curfew for minors within the City; and providing an effective date.

The item was presented and no discussion followed.

Mayor Heidemann opened the Public Hearing at 6:36 P.M. and closed the Public Hearing at 6:36 P.M. There were no comments.

Motion made by Garber to approve Ordinance No. 21-06-03-16, repealing and readopting Section 130.04 in its entirety to establish an enforceable curfew for minors within the City, and providing for an effective date. Seconded by Burke.

Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

F. BUSINESS AGENDA

8. Consider and act upon an Alternative Compliance Application for Tree Preservation for The Oaks at Tower Ridge Subdivision on ±3.691 acres, located at 3100 Tower Ridge Drive. (The Oaks at Tower Ridge AC21-0009)

Motion made by Garber to approve the Alternative Compliance Application for tree preservation for The Oaks at Tower Ridge Subdivision on +-3.69 acres, located at 3100 Tower Ridge Drive. (The Oaks at Tower Ridge AC21-0009). Seconded by Burke.

Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

- 9. Consider and take appropriate action on Resolution No. 21-06-03-19, a resolution of the City of Corinth, Texas establishing a short-term motor vehicle venue project.

Motion made by Garber to approve Resolution No. 21-06-03-19 establishing a short-term motor vehicle venue project. Seconded by Pickens.

Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

- 10. Consider and act on Ordinance No. 21-06-03-17 imposing a five (5) percent tax on the rental of motor vehicles in the City for thirty (30) days or less for the purposes of financing the Commons at Agora in accordance with the provisions of Chapter 334 of the Texas Local Government Code, as amended.

Motion made by Henderson to approve Ordinance No. 21-06-03-17 imposing a five percent tax on the rental of motor vehicles in the City for 30 days or less for the purpose of financing the Commons at Agora. Seconded by Pickens.

Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

G. 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.

The 4th of July parade was discussed and will use the City of Corinth Public Works vehicles for the City Council and the Lake Cities Focus.

CoServ and Keep Corinth Beautiful will host a mixer on June 10th at the Butterfly Garden at Community Park from 5:30. The Bearded Barber's grand opening was well attended.

June 16 is ground breaking for Lake Ralph Hall.

Fire Pinning Ceremony is at 10am on Friday, June 4th.

H. 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.

Mayor Heidemann recessed the Regular Session at 7:04 and immediately convened into Closed Session.

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. 24.595 acres, more or less, of land within the A.H. Serren Survey, Abstract No. 1198 and the B. Merchant Survey, Abstract No. 800, City of Corinth, Denton County, Texas. (E)

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

a. .7 acres, more or less, of land located at 6801 S. I-35E, Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 8 (F)

b. .787 acres, more or less, of land located at 3404 Dobbs Road, Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 7 (F)

c. .972 acres of land, more or less, located at 1501 N. Corinth Street within the J.P. Walton Survey, Abstract No. 1389, within the City of Corinth, Denton County, Texas. (E)

d. Right-of-way consisting of 1.56 acres located at 6881 I-35E and 3404 Dobbs Road along Dobbs and within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas (M/B)

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.

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

Mayor Heidemann recessed the Closed Session at 7:15 P.M. and immediately convened into Regular Session.

J. ADJOURN

Mayor Heidemann adjourned the meeting at 7:17 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the ____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas



**CITY OF CORINTH
Staff Report**

Meeting Date:	6/17/2021	Title:	Golf Cart Ordinance/Regulations
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 type="checkbox"/> Owner <input checked="" 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 Click to enter recommendation/decision of supporting group.		

Item/Caption

Consider approval of Ordinance No. 21-06-17-18, an ordinance of the City Council of the City of Corinth, Texas, amending Title VII, “Traffic Code”, of the City’s Code of Ordinances by adding a new chapter, Chapter 73 to be entitled, “Golf Carts”, to provide for regulations for golf carts operated within the city.

Item Summary/Background/Prior Action

The City Council had requested that staff review and evaluate the ordinance passed by Hickory Creek and Lake Dallas in relation to the authorization of Golf Carts on City streets. Staff reviewed the ordinances and reviewed state codes in relation to Golf Carts. Staff Presented at the June 18, 2020, Council Meeting the findings and to help ask questions on how they would like for us to proceed. It was recommended that the City perform a short citizen survey to evaluate the desire. The results of the survey were presented to Council on October 1, 2020. At which time it was determined that the regulation of golf carts needed to be considered alongside the discussion relating to speed limit studies on several of the arterial and collector roadways. The speed studies were completed, and revised speed limits were adopted April 5, 2021.

The existing regulations on golf carts begins with the State [Transportation Code Section 551.401](#).

SUBCHAPTER F. GOLF CARTS

Sec. 551.401. DEFINITION. In this subchapter, "golf cart" means a motor vehicle designed by the manufacturer primarily for use on a golf course.

Sec. 551.402. REGISTRATION NOT AUTHORIZED; LICENSE PLATES.

- (a) The Texas Department of Motor Vehicles may not register a golf cart for operation on a highway regardless of whether any alteration has been made to the golf cart.

- (b) A person may operate a golf cart on a highway in a manner authorized by this subchapter only if the vehicle displays a license plate issued under this section.
- (c) The Texas Department of Motor Vehicles:
 - (1) shall by rule establish a procedure to issue license plates for golf carts; and
 - (2) may charge a fee not to exceed \$10 for the cost of the license plate, to be deposited to the credit of the Texas Department of Motor Vehicles fund.
- (d) A golf cart license plate does not expire. A person who becomes the owner of a golf cart for which the previous owner obtained a license plate may not use the previous owner's license plate.

Sec. 551.403. OPERATION AUTHORIZED IN CERTAIN AREAS. An operator may operate a golf cart:

- (1) in a master planned community:
 - (A) that has in place a uniform set of restrictive covenants; and
 - (B) for which a county or municipality has approved a plat;
- (2) on a public or private beach that is open to vehicular traffic; or
- (3) on a highway for which the posted speed limit is not more than 35 miles per hour, if the golf cart is operated:
 - (A) during the daytime; and
 - (B) not more than two miles from the location where the golf cart is usually parked and for transportation to or from a golf course.

Sec. 551.4031. PROHIBITION OF OPERATION ON HIGHWAY BY MUNICIPALITY, COUNTY, OR DEPARTMENT.

- (a) A county or municipality may prohibit the operation of a golf cart on a highway under Section 551.404 if the governing body of the county or municipality determines that the prohibition is necessary in the interest of safety.
- (b) The Texas Department of Transportation may prohibit the operation of a golf cart on a highway under Section 551.404 if the department determines that the prohibition is necessary in the interest of safety.

Sec. 551.404. OPERATION ON HIGHWAY AUTHORIZED BY MUNICIPALITY OR CERTAIN COUNTIES. (a) In addition to the operation authorized by Section 551.403, the governing body of a municipality may allow an operator to operate a golf cart on all or part of a highway that:

- (1) is in the corporate boundaries of the municipality; and
- (2) has a posted speed limit of not more than 35 miles per hour.
- (c) In addition to the operation authorized by Section 551.403, the commissioners court of a county described by Subsection (c) may allow an operator to operate a golf cart on all or part of a highway that:
 - (1) is located in the unincorporated area of the county; and
 - (2) has a speed limit of not more than 35 miles per hour.
- (d) Subsection (b) applies only to a county that:
 - (1) borders or contains a portion of the Red River;
 - (2) borders or contains a portion of the Guadalupe River and contains a part of a barrier island that borders the Gulf of Mexico; or
 - (3) is adjacent to a county described by Subdivision (2) and:
 - (A) has a population of less than 37,000; and
 - (B) contains a part of a barrier island or peninsula that borders the Gulf of Mexico.

Sec. 551.4041. EQUIPMENT. A golf cart operated under Section 551.404 must have the following equipment:

- (1) headlamps;
- (2) taillamps;
- (3) reflectors;

- (4) parking brake; and
- (5) mirrors.

Sec. 551.405. CROSSING INTERSECTIONS. A golf cart may cross a highway at an intersection, including an intersection with a highway that has a posted speed limit of more than 35 miles per hour.

The State statutes are not clear as to whom can operate a golf cart. Is a drivers license required? The proposed Ordinance and the ordinances already approved by Hickory Creek and Lake Dallas include language to define that a golf cart operator must have a valid drivers license.

Summary of proposed Ordinance Regulations:

- 1) Must obtain a permit for golf cart from PD
 - a. Contact, address, names, year, make, model, gas or electric, copy of insurance.
 - b. An affidavit whereby the applicant under oath swears and affirms that the golf cart for which the permit is sought is fully equipped as required Only operate on roadways 35 mph or less
 - c. Permit affixed to left side of cart, visible from 50'
 - d. Valid for 2 years
 - e. After golf cart is sold, must notify PD
 - f. Permit can be revoked by PD if 3 citations have been issued
- 2) Valid driver's license
- 3) Valid insurance for golf cart
- 4) Headlamps
- 5) Tail lamps
- 6) Turn signals
- 7) Side reflectors
- 8) Parking brake
- 9) Rearview mirror
- 10) Slow moving vehicle emblem
- 11) Seat belts for each passenger
- 12) While in motion, all occupants must remain seated, with a seatbelt and may not ride on someone's lap
- 13) Restricting operation on (Except to cross):
 - a. FM 2181
 - b. FM 2499
 - c. Lake Sharon Drive
 - d. Post Oak – (I-35E to Robinson & Lake Sharon to FM 2499)
- 14) May not operate within:
 - a. Public park
 - b. Sidewalk
 - c. Pedestrian walkway, jogging path, trail or other public path used for pedestrian traffic
- 15) Move to the right side of the road and yield to faster moving vehicles
- 16) Shall not overtake or pass in the same lane.
- 17) Shall not operate between lanes of traffic.
- 18) Shall only cross multi-lane federal, county or state routes at an intersection with all way traffic control.
- 19) No towing of any kind, trailer, vehicle, roller skate/skateboard/bicycle.
- 20) Owner of golf cart is liable for any negligent actions.

21) Exempt:

- a. If used by City Employee while serving employment duties.
- b. If used during a parade

Reciprocity between Hickory Creek, Shady Shores, Lake Dallas. No additional permit required if already obtained one from other Cities.

Financial Impact

Anticipated additional administrative work due to new permit to issue. Unknown cost currently.

Applicable Owner/Stakeholder Policy

Providing a mechanism for allowing golf carts on streets is responding to a stakeholder interest. The ownership interest is ensuring smooth traffic operations. The council approach is to provide safe and smooth streets for the benefit of the owners while allowing the golf cars to co-exist for stakeholders.

Staff Recommendation/Motion

Recommend approving Ordinance No. 21-06-17-18, amending Title VII, "Traffic Code", of the City's Code of Ordinances by adding a new chapter, Chapter 73 to be entitled, "Golf Carts", to provide for regulations for golf carts operated within the city.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 21- 06-17-18**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING TITLE VII, “TRAFFIC CODE”, OF THE CITY’S CODE OF ORDINANCES BY ADDING A NEW CHAPTER, CHAPTER 73 TO BE ENTITLED, “GOLF CARTS”, TO PROVIDE FOR REGULATIONS FOR GOLF CARTS OPERATED WITHIN THE CITY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED \$500.00 PER OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council found it to be necessary for the protection of public safety to prohibit the operation of golf carts on public streets within the City in the absence of regulations that promote the safe use and operation of such vehicles on public streets; and

WHEREAS, the City Council now finds it to be in the public interest to permit the operation of golf carts on certain public streets and hereby amends the Code of Ordinances to provide for the regulations of golf carts operating on public streets within the City;

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

SECTION 1. Incorporation of Premises. The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

SECTION 2. Amendment. That Title VII, “Traffic Code”, of the City of Corinth’s Code of Ordinances is hereby amended by adding Chapter 73, “Golf Carts”, to read in its entirety as follows with all other provisions of Title VII not herein amended remaining in full force and effect:

**CHAPTER 73
GOLF CARTS**

Sec. 73.01 - Definitions

When used in this Chapter, the following words and phrases shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Driver. The person driving and having physical control over a golf cart.

Driver's license. An authorization issued by a state for the operation of a motor vehicle.

Golf cart. A motor vehicle designed by the manufacturer primarily for use on a golf course.

Owner. The person holding title to the golf cart.

Parking area. Those areas accessible to the public by motor vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.

Permit. A certificate/decal of authorization issued to the applicant/owner by the City's police department authorizing the operation of the golf cart for which the permit was issued. The decal will display the month and year of expiration.

Permit holder. The person to whom a golf cart permit has been issued.

Public safety personnel. Any employee or officer of a governmental law enforcement agency or the City's fire department, or people serving as volunteers with the City's police department auxiliary.

Public way or public property. Real property owned, leased or controlled by a political subdivision of the state, a governmental entity or agency, or similar entity, or any property that is publicly owned or maintained or dedicated to public use, including but not limited to a path, trail, sidewalk, alley, street or highway, and a public park facility.

Public street. A publicly owned or dedicated road, street, drive, alley or other right-of-way for the use of vehicles within the City's corporate boundaries.

Sidewalk. The portion of a street that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.

Slow-moving vehicle emblem. A triangular emblem that conforms to standards and specifications adopted by the director of the Texas Department of Transportation pursuant to Texas Transportation Code Section 547.104, as amended, and is displayed in compliance with of the Texas Transportation Code Section 547.703, as amended.

Texas Transportation Code. The code as it currently exists or may be amended.

Sec. 73.02 - Permitted and restricted

- (a) No person, other than public safety personnel, may operate a golf cart on a public street and/or public parking area unless the person first obtains a permit in accordance with this Chapter and complies with the following:

- (1) The maximum speed limit on the public street on which the golf cart is operated is thirty-five (35) miles per hour or less;
- (2) The person has been issued and possesses a valid driver's license;
- (3) The person maintains current financial responsibility relating to operation of the golf cart as required for the operation of passenger vehicles in accordance with Texas Transportation Code Section 601.051, as amended, or other liability insurance relating to operation of a golf cart that provides substantially the same coverage and with limits not less than those required by Texas Transportation Code Section 601.051, as amended;
- (4) The person complies with all applicable federal, state and local laws and ordinances applicable to the operating and equipping a golf cart including displaying a license plate issued under Texas Transportation Code Section 551.402, as amended;
- (5) The golf cart being operated by the person is equipped with the following equipment, which must continuously remain in good working and operational order:
 - (A) Two (2) headlamps;
 - (B) Two (2) tail lamps;
 - (C) Turn signals visible from both the front and the rear of the vehicle;
 - (D) Side reflectors (two (2) front, amber in color and two (2) rear, red in color);
 - (E) Parking brake;
 - (F) Rearview mirror(s) capable of a clear, unobstructed view of at least two hundred feet (200') to the rear;
 - (G) Slow-moving vehicle emblem located on the rear of the vehicle;
 - (H) Seat belts in numbers equal to the number of passengers for which the vehicle is rated by the vehicle's manufacturer; and
- (6) The golf cart being operated otherwise complies with all applicable state and federal motor vehicle safety standards, as they exist or may be amended;
- (7) While the golf cart is in motion, the driver and every passenger are seated, with a seat belt dedicated and designed to hold passengers. No person may stand or ride in the lap of the driver and/or another passenger of a golf cart while it is being operated on a public street; and
- (8) The person is not operating the golf cart on the following streets:

Roadway	Limits	Exceptions/notes
FM 2181	In its entirety	with the exception to cross at a signalized intersection. (Garrison & Parkridge).
FM 2499	In its entirety	with the exception to cross at signalized intersections.
Lake Sharon Drive	In its entirety	with the exception to cross at intersections.
Post Oak Drive	From FM 2181 to Lake Sharon	with the exception to cross at intersections.
Post Oak Drive	From Robinson to its northern terminus.	with the exception to cross at intersections.
Lake Sharon Drive	In its entirety	with the exception to cross at intersections.

- (b) It shall be a defense to a violation of subsection (a)(4) relating to the failure to display a license plate issued under Texas Transportation Code Section 551.402, as amended, if at the time of the offense the Texas Department of Motor Vehicles or the Denton County Tax Assessor-Collector has failed to commence the issuance of license plates for golf carts pursuant to Texas Transportation Code Section 551.402 and Title 43 of the Texas Administration Code, as amended.

Sec. 73.03 - Additional operational regulations for all golf carts

- (a) Except for public safety personnel or as provided by other ordinances, no person shall operate a golf cart on or within any public park, public sidewalk, public pedestrian walkway, public jogging path, public park trail or any other location on publicly owned or controlled property normally used for pedestrian traffic.
- (b) The driver of a golf cart shall move the golf cart to the right of the public street and yield the right-of-way to faster-moving vehicles.
- (c) The driver of a golf cart shall not overtake and pass in the same lane occupied by the vehicle being overtaken.
- (d) No driver shall operate a golf cart between lanes of traffic or between adjacent lines or rows of vehicles.
- (e) A driver operating a golf cart on a public street shall cross a multi-lane federal, county or state route only at an intersection controlled by an official traffic-control device which stops traffic from all directions.
- (f) No driver shall operate a golf cart if the number of occupants in the golf cart, including the driver, exceeds the number of seat belts installed and provided on the golf cart.
- (g) The driver and all passengers in a golf cart must be wearing a seat belt while the golf cart is in motion.
- (h) Golf carts may not be used for the purpose of towing another golf cart, trailer or vehicle of any kind including, without limitation, a person on roller skates, skateboard or bicycle.

Sec. 73.04 - Liability

- (a) Nothing in this Chapter shall be construed as an assumption of liability by the City for any injuries (including death) to persons, pets or property which may result from the operation of a golf cart by an authorized driver.
- (b) An owner of a golf cart is liable for the intentional or negligent actions of any person to whom the owner grants permission to operate the owner's golf cart whether such operation occurs on private property and/or any authorized public street or public parking area, and includes, but is not limited to liability for personal injuries (including death) or property damage resulting from the acts of a person under the age of twenty- one (21) who operates the owner's golf cart whether or not possessing a current and valid driver's license.

Sec. 73.05 - Permit required

- (a) No person shall operate, cause to be operated, or allow the operation of a golf cart on any authorized public street or public parking area unless a valid permit has been issued for the golf cart pursuant to this Section. It shall be a defense to a violation of this Section that operation is otherwise allowed by federal or state law or other City ordinance exempting such operation from the regulations of this Chapter.
- (b) Application for a permit authorizing the operation of a golf cart shall be made by a person who owns, leases or otherwise uses the golf cart for which the permit is sought. Such application shall be made in writing to the City's police department on a form designated for that purpose. An application for a permit required by this Section shall contain at least the following:
 - (1) The name, address, telephone number and state driver's license number of the owner of the golf cart for which the permit is requested;
 - (2) The street address where the golf cart is kept, including the suite or apartment number, if applicable;
 - (3) The name of the residents residing at and/or business name used for the premises where the golf cart is kept, if applicable;
 - (4) The year, make, model, color, vehicle identification number and/or serial number of the golf cart;
 - (5) Whether the golf cart is powered by an electric or gasoline engine;
 - (6) A copy of an insurance declaration showing liability insurance has been obtained with respect to the golf cart as required by Sec. 73.02(3); and
 - (7) An affidavit whereby the applicant under oath swears and affirms that the golf cart for which the permit is sought is fully equipped as required by Sec. 73.02.
- (c) The permit shall be permanently affixed on the left side of the golf cart in such a manner that it is clearly visible from fifty feet (50'). The permit must not be damaged, altered, obstructed or otherwise made illegible. The permit holder shall apply for a replacement permit and pay all applicable cost associated with the issuance and inspection of the golf cart.
- (d) The permit shall only be placed upon the golf cart for which it was issued.
- (e) A permit issued to the owner of a golf cart shall become invalid if the golf cart is altered in a manner that fails to comply with any requirement of this Chapter.
- (f) Permits are valid for a period of (2) two years from the date issued.
- (g) No permit shall be issued pursuant to this Section until the applicant has paid the permit fee established by ordinance or resolution of the City Council and made a part of the City's master fee schedule. No fee shall be required to obtain a permit pursuant this Section until the City Council has adopted a resolution adopting such fee.
- (h) Not later than ten (10) days after:
 - (1) An owner transfers title to the golf cart to another owner; or
 - (2) The address of the normal storage location for the golf cart has changed;the permit holder shall notify the City in writing of the changes in ownership or storage location submitted on a form designated by the City's police department.
- (i) Lost or stolen permits are the responsibility of the owner. A police report must be filed in the event of a lost or stolen permit. If no record can be found of a previous application for a permit, or the receipt of a permit, the chief of police or his designee, may direct the applicant to reapply, and also resubmit any and all fees necessary before a replacement permit is issued.

- (j) Any person who operates a golf cart and fails to receive and properly display a permit required by and issued in accordance with this Section will be subject to all applicable state laws, in addition to being in violation of this Chapter.
- (k) A permit may be revoked at any time by the chief of police, or his designee, if there is any evidence that any driver or passenger, or a combination of drivers or passengers, of a permitted golf cart has been issued three citations while operating a golf cart for violations of this chapter, the traffic laws of the State of Texas, any other ordinance of the City of Corinth Code of Ordinances, or a combination of, within the period that the permit is valid.
- (l) A person commits an offense when making a false statement in the application for a permit under this Section, including, but not limited to, any factual statement regarding the condition of the golf cart for which a permit is sought and the manner in which such golf cart is equipped.

Sec. 73.06 - License to be carried and exhibited on demand

- (a) A driver shall:
 - (1) Have in the driver's possession while operating a golf cart on a public street, the driver's license issued to the driver pursuant to Chapter 521 of the Texas Transportation Code; and
 - (2) Display the license on the demand of a magistrate, court officer, or peace officer.
- (b) A person who violates this Section commits an offense.
- (c) It is a defense to prosecution under this Section if the person charged produces in court a driver's license:
 - (1) Issued to that person; and
 - (2) Valid at the time of the offense.
- (d) The court may assess a defendant an administrative fee not to exceed \$10.00 if a charge under this Section is dismissed because of the defense listed under Subsection (d) of this Section.

Sec. 73.07 - Evidence of financial responsibility

- (a) As a condition of operating a golf cart to which this Chapter applies, the driver of the golf cart on request shall provide to a peace officer, as defined by Article 2.12, Texas Code of Criminal Procedure, as amended, or a person involved in an accident with the operator evidence of financial responsibility by exhibiting proof that the driver has obtained the insurance required.
- (b) Except as provided by Subsection (c), below, an operator who does not exhibit evidence of financial responsibility under Subsection (a) is presumed to have operated the vehicle in violation of this Section.
- (c) It is a defense to prosecution under this Section if the person charged produces in court proof of the required insurance:
 - (1) Issued to that person; and
 - (2) Was in effect at the time of the offense.
- (d) The court may assess a defendant an administrative fee not to exceed \$10.00 if a charge under this Section is dismissed because of the defense listed under Subsection (c) of this Section.

Sec. 73.08 - Exceptions

Except as may otherwise be prohibited by state law, operation of a golf cart on any public street or public parking area is exempt from the requirements of this Chapter if:

- (a) the golf cart that is operated is on an approved parade route and participating in a parade conducted within the City; or
- (b) the golf cart that is operated by a City employee while acting within the course and scope of the person's employment with the City.

Sec. 73.09 - Reciprocity

A resident of the Town of Hickory Creek, the Town of Shady Shores, or the City of Lake Dallas who has received from the person's city of residence a permit to operate a golf cart on a public street within the city in which the person resides may operate a golf cart on the public streets within the City in accordance with the provisions of this Chapter without having first obtained a permit in accordance with Chapter 73 if:

- (a) The city issuing the permit to said person has adopted an ordinance regulating the equipping of a golf cart being operated on a public street that is the same as Section 73.02, subsections (4), (5), and (6); and
- (b) The other city where the person resides has adopted an ordinance exempting a resident of the City who has received a permit pursuant to Section 73.05 from any requirement to obtain a permit to operate a golf cart on the public streets within such other city to the same extent as provided in this Section 73.09.

SECTION 3. Cumulative Repealer Clause. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 4. Savings Clause. All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting fees which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 5. Severability. The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new

revised provisions in compliance with the authority's decisions or enactment.

SECTION 6. Penalty. Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7. Publication/Effective Date. This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this 17th day of June, 2021.

Bill Heidemann, Mayor

Attest:

Lana Wylie, City Secretary

Approved:

Patricia A. Adams, City Attorney



**CITY OF CORINTH
Staff Report**

Meeting Date:	6/17/2021	Title:	Commons at Agora – Contract – Architexas
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 checked="" type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input checked="" type="checkbox"/> High-Quality Retail <input checked="" type="checkbox"/> High-Quality Restaurants <input checked="" 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 Architexas for the architectural design of the Commons at Agora in the amount of \$346,960.00 and authorize the City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

The City intends to proceed in the design and construction of the Commons at Agora similar to the Master Plan previously submitted and approved by Council. This Project will require the services of an Architect, Engineer and Landscape Architect as three separate contracts. Additionally, the City is in the process of selecting a Construction Manager At Risk (CMAR) to be included in the design team and provide construction services.

Architexas was selected as part of the Commons at Agora Master Plan. With some slight design modifications, staff intends to continue working with them as the architect on this project. It is anticipated that the “pavilion” will be more of an amphitheater/stage rather than a pavilion. Due to costs, we will not be including the detailed construction plans for the Stoa / Flex space but intend on constructing a bathroom facility to include sufficient restroom facilities for the typical weekday and weekend event. The larger events will require rented facilities.

The project design team will consist of City Staff, Architexas, TBG, Jones|Carter and the CMAR. This team will work closely over the next 10-12 months designing a facility that will attract businesses and restaurants around the Commons at Agora area. The Anticipated schedule is as follows:

Program Development & Schematic Design	10 weeks
Design Development	14 weeks
Construction Documents	16 weeks
Construction	12 months
Anticipated Park opening	Early Summer 2023

The provided services are considered professional services and therefore are not subject to the State bidding regulations.

Financial Impact

\$346,960 as provided for in the

Staff Recommendation/Motion

Staff recommends approval of a contract with Architexas for the architectural design of the Commons at Agora in the amount of \$346,960.00 and authorize the City Manager to execute any necessary documents.

June 3, 2021

Bob Hart
 City Manager, City of Corinth
 Corinth City Hall
 3300 Corinth Parkway
 Corinth, Texas 76208

**Re: Commons at Agora – City of Corinth
 Proposal for Architectural Design Services -REVISED-6.2.21**

Dear Mr. Hart:

Architexas is pleased to submit this proposal for architectural design services, preparation of construction documents and construction related services for the development of the Commons at Agora in Corinth, Texas. The Commons at Agora is a 2-acre site located on Corinth Parkway across and north of the current Corinth City Hall. A new signature park is envisioned to become a vital asset to creating a community center for the City of Corinth (CoC). The Park will be developed in conjunction with a privately funded mixed-use development that will border the park on the north and east. An initial Park Plan was developed and accepted by the CoC that developed a program for the park, a conceptual park design and an initial project budget. The following proposal will outline our understanding of the project and the scope of services Architexas and our project team of consultants will provide.

PROJECT TEAM MEMBERS

Architexas	Architectural Design
Jaster-Quintanilla	Structural Engineering
MEPCE	MEP Engineering
Electro Acoustics	Audio / Visual Design
Essential Light	Site, Building and City Street Lighting Design

Architexas will collaborate and coordinate with TBG, the project Landscape Architect.

PROJECT PROGRAM

The following are the currently understood program, scope and programming elements for the project:

- Park Pavilion
 - Design to reference Classical Greek architecture in a contemporary expression.
 - Pavilion to have an elevated stage area that is approximately 1000 SF. with a solid back wall to provide an area to mount a fixed video screen and enclosed space to contain space for AV controls and storage room.
 - Stage area to have fixed in place performance lighting and speakers.
 - Stage to be accessible. Steps to be provided as well.

- Public Toilet Building
 - Design to reference Classical Greek architecture in a contemporary expression.
 - Building to have a women restroom with four stalls and a men restroom with two stalls and two urinals and to have two (2) family restrooms.
 - Provide a janitor’s closet and park storage. (potentially a separate structure)

- Coordinate with landscape architect if an above ground pump room needs to be provided for the water feature. (Potentially a separate structure)
- Stoa/Community Building
 - Schematic Design planning for the future phase of constructing the Stoa/Community Building that will consist of site plan, floor plan and elevations.
 - Design to reference Classical Greek architecture in a contemporary expression.
- Audio/Visual
 - In addition to the AV items listed under the Pavilion scope of work, Architexas will explore the opportunity to provide a sound system throughout the park. Complete system design will be prepared. The plans will include a scope alternate to provide conduit infrastructure so the complete sound system could be added at a later phase.
- Lighting
 - Lighting design throughout park including park features.
 - Lighting of the architectural structures.
 - This will include light fixture selection and coordination with electrical engineers.

Consultants and services not included in our scope of services that are to be contracted and paid by the CoC:

- Landscape Architecture
- Civil Engineering
- Electrical Engineering for Site
- Environmental Survey & Consulting
- Site Surveyor
- Geotechnical
- Registered Accessibility Specialist (TDLR fees for registration, review and inspection)
- Construction Materials Testing Lab
- Kitchen Design
- Information Technology (IT) and Security design
- Signage Design

SCOPE OF SERVICES

Architexas proposes to undertake the following scope of services:

TASK 1 – Pre-Design Services and Schematic Design

1.1 Government Agency Review

Architexas will review local zoning ordinances and building codes that will have an influence on the design. A building code review will be prepared that will be utilized throughout the project development.

1.2 CMAR Selection Process

Architexas will assist in the selection of a qualified CMAR for the project. Architexas will attend the CMAR interviews and contribute to the evaluation and selection of the most qualified CMAR.

1.3 Programming/Conceptual Design

Architexas will participate in further development of the project program with the CoC Design Team. The program will include the establishment of the project goals, collection of the facts

regarding the project, determining needs, testing concepts and the approved park plan evolving to a conceptual design.

- (1) meeting with CoC Design Team (in person)

1.4 Project Budget Confirmation

Architexas will assist the selected CMAR in development of preliminary project pricing based on the master plan package and written refined scope leading to an approved construction budget for the project.

1.5 Schematic Design Documents

Based on the approved conceptual design, Architexas will prepare a schematic design that will illustrate the scale and relationship of the project components. The schematic design documents of the park will include a site plan, building floor plans, and exterior elevations. Preliminary selections of major building systems including structural design, MEP systems, and construction materials will be indicated on the drawings or described in writing with a project narrative.

Includes:

- (4) virtual meetings with CoC Design Team
- (1) meeting with CoC Design Team (in person)
- Discuss Structural, MEP and A/V systems options.

1.6 Project Cost Estimate

Based on the approved schematic design, Architexas will assist the project CMAR in their development of a construction cost estimate for the project.

TASK 2 – Design Development

2.1 Design Development

Based on the approved schematic design, project cost estimate and any authorized adjustments to the program or design, design development documents will be prepared to further define the details of the project scope, select material finishes and fixtures, and further coordinate the project’s structural and MEP engineering requirements. The design development drawings will include site/roof plan, floor plans, and building sections and an outline specification and interior design development documents.

Includes:

- (4) virtual meetings with CoC Design Team
- (1) meeting with CoC Design Team (in person)
- Finalize design development documents.

2.2 Project Cost Estimate

Based on the approved design development, Architexas will assist the project CMAR in their development of a construction cost estimate for the project.

Task 3 – Construction Documents

3.1 Construction Document Development

Using the approved design development package, Architexas will complete a set of construction documents. The construction documents will illustrate the architectural scope of work, as well as structural, MEP engineering and lighting design. The documents will be suitable for use by the project CMAR for bidding, permitting, and constructing the project.

3.2 50% CD Confirmation Meeting

Upon completion of 50% of Task 3.1, Architexas will attend one meeting with the CoC Design Team project CMAR to confirm design and budget prior to continuing with Construction Documents.

3.3 95% CD Confirmation Meeting

Upon completion of 95% of Task 3.1, Architexas will attend one meeting with the CoC Design Team and project CMAR to confirm design and budget prior to finalizing Construction Documents.

3.4 Finalize Construction Documents & Specifications

Based on the 95% CD Confirmation Meeting approval of the CoC Design Team, Architexas will finalize the Construction Documents and Specifications that will set forth in detail the requirements for construction of the project.

Meetings Task 3 – Construction Documents

- (4) virtual meetings with CoC Design Team
- (1) meeting with CoC Design Team (in person)

TASK 4 – Construction Phase / Contract Administration

4.1 Bidding and Negotiation

Architexas will assist the CMAR as necessary in obtaining bids, negotiated proposals and preparing bid documents, including addenda and responding to contractors’ bidding questions. Architexas will attend a pre-bid meeting and review bidding information and assist in evaluating the qualifications and proposals with the project CMAR’s leadership.

4.2 Construction Administration

Architexas will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the CoC, to become generally familiar with the progress and is being performed in a manner indicating the Work, when fully completed, will be in accordance with the Construction Documents.

Services include:

- Attend one pre-construction meeting.
- Respond to RFI’s.
- Issue Change Orders with City approval
- Review shop drawings and other submittals from the contractor
- Review monthly pay applications.
- Includes (12) site visits based on a 12-month construction schedule.

4.3 Substantial Completion

When the Work is found to be substantially complete, Architexas will conduct one on-site project review to determine the date of substantial completion and the schedule to achieve completion.

Includes:

- Site visitation and create punch list.
- Review closeout documentation from the contractor

4.4 Final Completion

Architexas will receive and review written warranties and related documents required by the Contract Documents and assembled by the project contractor. When the Work is found to be fully complete, Architexas will conduct a final walk with CoC Design Team to determine compliance of the project with the Contract Documents and certify a final Certificate of Payment. This task includes one site visit and approval of final pay application.

PROJECT SCHEDULE

The following is the anticipated schedule:

Task 1	Program Development & Schematic Design	10 weeks
Task 2	Design Development	14 weeks
Task 3	Construction Documents	16 weeks
Task 4	Construction Phase /Contract Administration	12 months (estimate)

COMPENSATION

Compensation for professional architectural services for Tasks 1-4 Architexas proposes to provide the above-described services for Tasks 1-4 for the following professional fees. Fees by phase include project team consultant fees.

TASK I - Program Development & Schematic Design \$ 68,580.00

Architectural	\$ 54,000.00
Structural Design	\$ 3,960.00
MEP Engineering	\$ 1,320.00
Audio Visual Design	\$ 5,700.00
Bldg. Lighting Design	\$ 3,600.00

TASK II - Design Development Documents \$ 55,290.00

Architectural	\$ 38,370.00
Structural Design	\$ 6,600.00
MEP Engineering	\$ 1,320.00
Audio Visual Design	\$ 5,700.00
Bldg. Lighting Design	\$ 3,300.00

TASK III - Construction Documents \$115,860.00

Architectural	\$ 78,550.00
Structural Design	\$ 10,560.00
MEP Engineering	\$ 9,000.00
Audio Visual Design	\$ 14,750.00
Bldg. Lighting Design	\$ 3,000.00

TASK IV - Construction Phase /Contract Administration \$ 48,530.00

Architectural	\$ 35,850.00
Structural Design	\$ 5,280.00
MEP Engineering	\$ 1,550.00
Audio Visual Design	\$ 3,350.00
Bldg. Lighting Design	\$ 2,500.00

TOTAL: TASK I – IV \$ 288,260.00

SITE LIGHTING DESIGN \$ 54,750.00

Includes entire site through all phases.

Photometrics for City Street and Sidewalk \$ 3,950.00

REIMBURSABLE EXPENSES

Reimbursable expenses necessary to perform the above services listed above are included in the professional fees listed in the COMPENSATION.

ADDITIONAL SERVICES

Services requested by the City that are not part of the scope of work described in this proposal will be billed on an hourly basis at the following rates:

Senior Principal	\$ 300.00
Principal	\$ 250.00
Project Manager / Architect	\$ 180.00
Architectural Staff	\$ 100.00
Administrative	\$ 75.00

Thank you for allowing Architexas the opportunity to submit this proposal. If this proposal is acceptable, please sign below and we will prepare an AIA Document B1012017 Standard Form of Agreement Between Owner and Architect.

Sincerely,



Craig Melde, AIA
Senior Principal

Authorization

Authorization by:
(Please print name and title)

Signature

Date



**CITY OF CORINTH
Staff Report**

Meeting Date:	6/17/2021	Title:	Commons at Agora - Contract – Jones Carter
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 checked="" type="checkbox"/> Conveniently located	
	<input checked="" type="checkbox"/> Delivers Outstanding Service	<input checked="" type="checkbox"/> High-Quality Retail	
	<input checked="" type="checkbox"/> High-Quality Restaurants	<input checked="" 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 approval of Contract Amendment No. 1 with Jones|Carter to add the engineering site design of the Commons at Agora in the amount of \$393,240.00 for a total contract price of \$921,690 for design of the streets and park civil infrastructure and authorize the City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

The City intends to proceed in the design and construction of the Commons at Agora similar to the Master Plan previously submitted and approved by Council. This Project will require the services of an Architect, Engineer and Landscape Architect as three separate contracts. Additionally, the City is in the process of selecting a Construction Manager At Risk (CMAR) to be included in the design team and provide construction services.

Jones|Carter was selected for the design of the drainage/floodplain design and the engineering design for the roads surrounding the park. Staff intends to continue working with them as the engineering designer on this project.

The project design team will consist of City Staff, Architexas, TBG, Jones|Carter and the CMAR. This team will work closely over the next 10-12 months designing a facility that will attract businesses and restaurants around the Commons at Agora area. The Anticipated schedule is as follows:

Program Development & Schematic Design	10 weeks
Design Development	14 weeks
Construction Documents	16 weeks
Construction	12 months
Anticipated Park opening	Early Summer 2023

The provided services are considered professional services and therefore are not subject to the State bidding regulations.

Financial Impact

\$393,240 as provided for in the Capital Funds

Applicable Owner/Stakeholder Policy

Staff Recommendation/Motion

Staff recommends approval of Contract Amendment No. 1 with Jones|Carter to add the engineering site design of the Commons at Agora in the amount of \$393,240.00 and authorize the City Manager to execute any necessary documents.



June 7, 2021

Mr. George S. Marshall, PE, CFM
City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

Re: Professional Engineering and Surveying Services – Fee Supplement No. 1
Street and Utility Improvements - Transit Oriented Development District – Agora Park
City of Corinth

Dear Mr. Marshall:

We appreciate the opportunity to present this fee supplement for the survey and engineering services associated with Agora Park for the referenced project in the City of Corinth, Texas. This fee supplement amends our current contract, which was executed on April 15, 2021, and has an approved value of \$528,450.00. The total contract fee, including this proposed fee supplement, is \$921,690.00.

Project Understanding

The Transit Oriented Development (TOD) District is located at the northeast corner of Interstate 35W and Corinth Parkway, consisting of approximately 166 acres along the Denton County Transportation Authority A-Train route in Corinth. Our current TOD contract includes the needed survey and design services for the perimeter streets, drainage, water, and sanitary sewer for the TOD.

The City would like Jones|Carter (J|C) to provide survey, design, and plan preparation for certain elements of Agora Park, which is bound by the proposed construction of Main Street, Agora Way, and North Corinth Street. The existing Corinth Parkway provide the southern boundary for Agora Park.

We understand the City will hold four contracts for design development leading to a single construction contract. Other than our contract as proposed and submitted herein, the City will hold contracts for Landscape Architecture, Building Architecture, and a CMAR contract to assist the City and design team with cost control throughout the design phase of the project.

Based on our understanding of the City’s needs for Jones|Carter on this project, we prepared the following scope of services and fee supplement for your consideration. The scope of work presented, and corresponding fees, are both in addition to the current contract.

Scope of Services

1) Project Management and Stakeholder Coordination

Jones|Carter will provide the following supporting management and coordination efforts associated with the amended scope of the project and as required to successfully execute the Tasks included in this portion of the project. Due to the variable quantity of the coordination efforts, the estimated number of meetings below

Mr. George S. Marshall

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are intended as an assumption for level of effort. This task will be performed on an hourly reimbursable basis to ensure the necessary time to deliver the project. This scope anticipates a 10-month design schedule.

- A. Prepare and maintain project schedule and provide written weekly project updates to the City to include design progress, critical path needs, and upcoming deadlines. Monthly invoicing will also be provided.
- B. Identify critical potential risk factors, consequences, and mitigation measures to discuss at kickoff.
- C. Process project deliverables through Jones | Carter Quality Management Plan for internal reviews. Provide quality control documentation to City.
- D. Coordinate with known franchise utility companies identified by 811-Call results, including meetings with individual utility companies, submittals of plans to utility companies followed by regular status reports and requests for information from utility company representatives. Scope of work does not include Subsurface Utility Engineering (SUE) services.
- E. Prepare for and attend the following anticipated or potential meetings, and be available for additional communication:
 - Two site visits.
 - The four virtual meeting with the City in the current contract is proposed to be changed to four in-person meetings with the City design team. The meetings are contemplated for project kickoff and review of 30-60-90 percent design reviews.
 - An additional four bi-weekly virtual meetings with City and design team are proposed, bringing the total contracted virtual meeting to 16.

2) Design Phase Services – Civil/Site

The purpose of this task is for the Engineer to assist the City's Landscape Architect (LA) with reviews of their grading plans to assist with earthwork balancing recommendations and assists with recommended finished grades to match surrounding proposed pavements. The Engineer will prepare construction plans to include the following scope related to the civil/site portion of the project:

- A. Civil/Site Cover Sheet, Index, General Notes, Bid Schedule, and Technical Specifications.
- B. A drainage analysis of the existing and proposed areas within the park area will be performed. Runoff calculations will be prepared for inlet placement and sizing, as well as calculations for the proposed underground systems.
- C. Drainage Plan(s): prepare the needed plan and profile sheets for the proposed storm drainage system, including the needed detail sheets for inlets and piping.
- D. Special drainage system(s) to manage potential backwater flows within the Park are not included in this proposal.
- E. Erosion Control Plan: prepare base map for the limits of the project along with standard details for the contractor to utilize in his preparation of the Storm Water Pollution Prevention Plan.
- F. Deliverables shall include:
 - a. 30% and 60% preliminary design submittal including the following pdf files:
 - i. Drawings (2 copies 11x17) and opinion of probable construction cost
 - b. 90% and Final design submittal including the following pdf files:

Mr. George S. Marshall

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June 7, 2021

- i. Drawings (2 copies 11x17) and opinion of probable construction cost
- ii. Technical specifications

3) Design Phase Services – Site Electrical

The purpose of this task is for the Engineering services for the electrical service and lighting system design for Agora Park.

- A. Coordination with Utility Power Company
- B. Participate in coordination and review meetings with City staffs and other consultants.
- C. Develop bid plans and specifications, which will include the following:
 - a. Electrical notes, legend, and abbreviation sheets
 - b. Electrical site plans and enlarged plans including
 - i. Underground ductbanks and handholes
 - 1. Utility services
 - 2. Power and control for lighting fixtures and packages.
 - 3. Power for MEP buildings
 - 4. Power and control for irrigation controllers
 - 5. Power and control for lighted signs
 - 6. Power for receptacle pedestals
 - 7. Spare conduits for security, camera, and telecom
 - ii. Locations of the following
 - 1. Electric utility meter poles/transformers
 - 2. Electrical power distribution and control panels
 - 3. Playground area and outdoor plaza lighting
 - 4. In-grade lights and outlets next to water feature
 - 5. Lighted bollards
 - 6. Street pole lights
 - 7. Event light fixtures
 - 8. Water fountain lighting package
 - 9. Recessed in wall/step lights
 - 10. Stage area
 - 11. In-grade uplights and outlets for all formal trees
 - 12. Uplights for artworks
 - 13. Tree downlight for existing tree canopy
 - 14. Irrigation controllers
 - 15. MEP buildings
 - iii. Electrical one-line diagrams
 - iv. Electrical lighting control diagrams
 - v. Electrical lighting fixture schedules
 - vi. Electrical conduit and power panel schedules
 - vii. Electrical installation details

Mr. George S. Marshall

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- viii. Develop electrical specifications
- c. Deliverables shall include:
 - i. 30% and 60% preliminary design submittal including the following pdf files:
 - 1. Drawings (2 copies 11x17) and opinion of probable construction cost
 - ii. 90% and Final design submittal including the following pdf files:
 - 1. Drawings (2 copies 11x17) and opinion of probable construction cost
 - 2. Technical specifications

4) Design Phase Services – Site Structural

Site structural design services shall include engineering services for the design and development of construction documents for junction boxes for the TOD street improvements and foundations and structural details for park elements described herein. The project scope includes coordination and 30% and 60% preliminary design and 90% and Final design services in accordance with City of Corinth requirements. The design scope generally includes the following:

- B. TOD Street Improvements Plan Set:
 - a. Three cast-in-place junction boxes for proposed drainage conduits
 - b. Coordination with design team
- C. Agora Park:
 - a. Site Retaining walls
 - b. Site stairs and handicap ramps
 - c. Light pole foundations
 - d. Facility Signage
 - e. Coordination with design team
- D. Deliverables shall include:
 - a. 30% and 60% preliminary design submittal including the following pdf files:
 - i. Drawings (2 copies 11x17) and opinion of probable construction cost
 - b. 90% and Final design submittal including the following pdf files:
 - i. Drawings (2 copies 11x17) and opinion of probable construction cost
 - ii. Technical specifications

5) Bid Phase Services

Engineer shall assist the City staff in advertisement of the project for bids. Cost of advertisement shall be responsibility of the City. Engineer shall provide final construction plans and bid documents to plan rooms and online bidding services. Engineer shall perform the following on an hourly reimbursable basis:

- A. Assist the City with a pre-bid meeting, including preparation of agenda and minutes for distribution.
- B. Assist the City with the preparation of addenda to the bid documents and provide answers to bidder questions and interpreting bid documents.
- C. Assist City with the opening and tabulation of the bids and evaluation of low bidder references.

6) Construction Contract Administration

The Engineer shall represent the City in the non-resident administration of the construction contract. Services do not involve continuous or extensive on-site inspection to check or verify means and methods, materials,

Mr. George S. Marshall

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June 7, 2021

or manage construction efforts. As such, the engineer cannot provide certification of the completed project beyond the limited observation described below. If Field Project Representation is desired, the Engineer can provide those services on an hourly reimbursable basis. The Engineer shall perform the following on an hourly reimbursable basis:

- A. When directed by Owner, prepare, and circulate standard form EJCDC C-520 Agreement between Owner and Contractor for Construction Contract.
- B. Attend and prepare agenda for pre-construction meeting.
- C. Provide a bi-weekly site visit and provide a written status report (limited to 12 site visits).
- D. Provide written responses to requests for information or clarifications.
- E. Review and approve submittals and shop drawings from the contractor.
- F. Review and approve monthly contractor pay applications based on recommended quantities and progress provided by the City inspector.
- G. Assist the City staff in conducting the final walk-through for general conformance with the design concept and compliance with the contract documents, if requested.
- H. Prepare construction 'record drawings' based upon markups and information provided by the City inspector and the construction contractor, if requested.

7) Agora Park Design Survey

- A. Locate and tie existing drainage systems of roadside ditches, culverts, storm sewers, outfall flow lines.
- B. Locate and identify trees 6" and larger located within proposed Park.
- C. Tie visible utilities including manholes (with invert information), water valves, water meters, fire hydrants, telephone pedestals, power poles, down conduits, gas line markers, etc.
- D. Underground utilities which are marked in the field by utility locators within project location.
- E. No offsite survey beyond the limits of the described project is included.
- F. Deliver mapping of the project area for design including field data, 1-foot contours, and TIN file. Delivered CAD file will be used by City to formalize the tree survey and determine which trees to make attempts to save through construction.

8) Geotechnical Investigation and Report

Jones|Carter will engage a subconsultant for geotechnical-related activities associated with the project.

- A. The geotechnical investigation performed for the project will consist of field and laboratory investigations and an engineering report prepared by a Registered Professional Engineer.
- B. Field Investigations:
 - a. The field investigation will consist of drilling 6 test borings within the Park area.
 - b. Subsurface soil samples will be secured with thin-walled tube and/or split spoon samples depending on soil type and consistency. Rock encountered in the borings will be evaluated using the Texas Department of Transportation Penetrometer (TxDOT Cone). All samples will be properly logged, packaged, sealed, and placed in a core box for transportation to the laboratory.
 - c. This proposal assumes that the field work can be performed during normal working hours. Traffic control will consist of flaggers, advanced warning signs and safety cones per TxDOT TCP 2-2B. TxDOT TCP 2-2B will be submitted to the City for approval prior to mobilization. Should

Mr. George S. Marshall

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unusual soil conditions be encountered, we will notify the city with a recommendation and cost estimate to explore these unusual conditions.

- d. Texas 811 and the City's Water Department will be contacted to have them locate underground utilities. However, Jones | Carter is not responsible for damage to underground utilities that are not identified prior to drilling.
- C. Laboratory tests will be conducted to classify the soil and to determine the strength of the soil present at the site. Soil classification tests will consist of Atterberg Limits, moisture content and unit weight. The strength of the soil will be evaluated by hand penetrometer test and unconfined compressive strength test. Lime series test and sulfate test will also be performed to address subgrade stabilization. Absorption swell test will be performed to address the potential vertical movement of the in-situ soils.
- D. Results of field and laboratory testing will be presented in a geotechnical engineering report. The report will include the following:
 - a. Plan of borings, boring logs, water level observations, and laboratory test results.
 - b. Comments on the presence and effect of expansive soils on pavement construction will be provided. Alternative methods of reducing any anticipated shrink/swell movements associated with expansive clays will be included for pavement construction, if required.
 - c. Foundation recommendations for Park buildings
 - d. Retaining wall backfill recommendations

9) Special Survey/Design Services

Our proposal includes the section of Special Services for the benefit of the project schedule to alleviate items that need to be addressed by survey or design that were not known prior to the professional contract. The Engineer shall notify the Owner's representative prior to using these funds.

Information Provided by City

The following information shall be provided to the Engineer.

- A. Record and as-built drawings for infrastructure in the project area.
- B. Utility and drainage master plans.
- C. Franchise utility contact information for local representatives.

Project Schedule

The Engineer understands that the completion of the design phase, working with the City's design team, is planned for a 10-month duration, and is expected to begin in July 2021. The Engineer will work with the City to develop a design schedule that meets the needs of the City and includes the current design scope for the TOD streets.

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Proposed Fees

Engineer shall be compensated as outlined below. Additional Services or Hourly Services shall be performed based on the attached hourly rate schedule.

1.	Project Management and Stakeholder Coordination	\$	85,000.00	(hourly NTE)
2.	Design Phase Services – Civil/Site	\$	62,000.00	(lump sum)
3.	Design Phase Services – Site Electrical	\$	36,840.00	(lump sum)
4.	Design Phase Services – Site Structural	\$	81,400.00	(lump sum)
5.	Bid Phase Services	\$	18,980.00	(hourly NTE)
6.	Construction Contract Administration	\$	72,130.00	(hourly NTE)
7.	Agora Park Design Survey	\$	10,040.00	(lump sum)
8.	Geotechnical Investigation and Report	\$	15,200.00	(lump sum)
9.	Special Survey/Design Services	\$	10,000.00	(hourly NTE)
10.	Reimbursable Expenses	\$	<u>1,650.00</u>	(estimated)

TOTAL SUPPLEMENT NO. 1 FEE: \$ 393,240.00

Special Considerations or Assumptions

This proposal is based on the following special considerations. All other special considerations from the current contract remain in effect.

1. The City, Architects, or other City consultants will provide Jones Carter with the specific lighting fixture and outlets make and model and lighting control narrative/scheme and specific installation details.
2. MEP for Park buildings, signages, and packaged lighting system will be designed by others and electrical load information will be provided to Jones Carter.
3. The City, Architects, or other City consultants will provide adequate room in Park buildings for site electrical power and lighting control panels.
4. The City, Architects, or other City consultants will provide Jones Carter the locations, size, and quantity of conduits for security, telecom/data, and camera system.
5. Site photometric design is not included in the scope of services.
6. Fire, Security, camera, data/telecom, paging, and alarming systems are not included in the scope of services.
7. Structural for site buildings, pavilions, stages, artwork, water features, or any other improvements not specifically indicated herein are not included in the scope of services.
8. The scope of services does not include structural and electrical services for the contemplated pedestrian bridge. We understand that should the pedestrian bridge be desired by the City, a separate fee supplement will be negotiated as required for the needed services.



Mr. George S. Marshall
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We thank you for the opportunity to submit this proposal. An executed copy of this proposal will serve as our notice to proceed. Please return one copy to our office.

Sincerely,
Jones and Carter, Inc.

Mark J. Holliday, PE
Vice President

_____, PE
Attest, David Leslie, PE

APPROVED BY:

Signature

Name and Title (Printed)

Date

Financial Impact

\$394,400.00 as provided for in the Capital Funds.

Staff Recommendation/Motion

Staff recommends approval of a contract with TBG Partners for the landscape architectural design of the Commons at Agora in the amount of \$394,400.00 and authorize the City Manager to execute any necessary documents.



Legend

- 01 ----- Gateway plazas
- 02 ----- Large event lawn
- 03 ----- Interactive fountain / splash pad
- 04 ----- Pavilion
- 05 ----- Restrooms
- 06 ----- Multi-purpose Space
- 07 ----- Children's play area
- 08 ----- Boardwalk pathway
- 09 ----- Small event lawn
- 10 ----- Outdoor seating
- 11 ----- Terraced seating
- 12 ----- Pedestrian connection
- 13 ----- Community art

Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.



TBG

06/03/2021
Revision 3

George S. Marshall, P.E, CFM
City Engineer
City of Corinth | Engineering Department
Phone: 940-498-3265
George.Marshall@cityofcorinth.com

Proposal for Professional Design Services

Client: City of Corinth
Project Name: The Commons at Agora
Project Location: Corinth, TX
TBG Project Number: D21155

Dear Mr. Marshall,

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG will work in collaboration with your team of professional consultants (the Design Team) to achieve your overall Project goals. Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for TBG's Scope of Services for the Project (the Agreement).

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark J. Meyer", written in a cursive style.

Mark Meyer PLA 2086
Principal

TBG
2001 bryan street
suite 1450
dallas, texas 75201

[214] 744 0757
tbgpartners.com

The Project

This project consists of a two acre urban park for the City of Corinth located directly north of Corinth City Hall at Corinth Parkway and the future roads of Agora Way and Main Street. Our approach includes a particular level of design service required to realize the unique opportunities presented by the Project and the associated site, taking into account design of amenities as well as fixtures and finishes commensurate with the exclusive nature of the community the park surrounds.

TBG will assume the role of team project manager and will hold the contracts for the following services. In this role TBG will manage the sub-consultants through the design and construction of the project.

Design Team:

Project Coordination: TBG Partners

Landscape Architect: TBG Partners

Wayfinding and Signage: CallisonRTKL

Irrigation: James Pole Irrigation Consultants

Consulting Horticulturalist: Dr. Robert Moon

Registered Accessibility Specialist Review: ARS

Design Team under separate contract to city:

Jones and Carter: Site Survey, Tree Survey, Geo-Technical, Civil Engineering, Site Mass Grading, Site Drainage, Site Structural and Site Electrical Engineering

ArchiTexas: Site Architecture, Building Structural, Building Electrical, Audio Visual and Site Lighting Design

TBG will prepare and develop the site design and implementation documents to include the following:

01_ **Project Coordination by TBG:** see defined role and scope in other sections

02_ **Site Design and Landscape Architecture by TBG Partners:** scope to include fine grading, grading coordination with Jones & Carter, detailed drainage coordination with Jones & Carter (TBG to provide drain location, type, appearance), ADA ramps, walks and plaza's, decorative paving, stairs and railings, retaining wall location and finishes, event lawns, playground, location of water feature (water feature to be design/build under CMAR) all landscape and irrigation, site furnishings and fixtures, all softscape, documentation of tree survey indicating trees to be preserved or removed including assessment by Dr. Moon (tree location survey base information to be provided by Jones & Carter)

03_ **Wayfinding and Signage by CallisonRTKL:** scope includes main park entry signage, park rules and regulatory signage, wayfinding signage, exterior building signage and dedication plaque. The signage scope is a design build in which drawings will be progressed to Design Development. The CMAR will then hire a signage company to complete drawings and installation

04_ **Irrigation Design by James Pole:** scope includes irrigation for entire park

- 05_ **Consulting Horticulturalist: Dr. Robert Moon:** scope includes review and assessment of: existing trees and soils (tree location survey to be provided by Jones & Carter), recommendations for: soil amendments, tree protection measures, treatment for trees to alleviate stress, pest/disease, soil compaction, and general health, and review of: proposed plant list (by TBG)
- 06_ **Registered Accessibility Specialist Review – ARS:** scope includes project registration with TABS#, Construction Document Plan Review, and Site Inspection

Reference Exhibit 'A' below for our understanding of the current program and site which serves as the basis for this Proposal. In the event that the Project scope changes significantly from Exhibit 'A', TBG reserves the right to revise the Scope of Services and associated fee allocations to align with the scope modifications.

Exhibit 'A'



- Legend**
- 01 ----- Gateway plazas
 - 02 ----- Large event lawn
 - 03 ----- Interactive fountain / splash pad
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 - 06 ----- Multi-purpose Space
 - 07 ----- Children's play area
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 - 13 ----- Community art

Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.

Scope of Services

TBG will provide this Scope of Services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Agreement.

TBG's design process divides the Scope of Services into three distinct phases: Discovery, Development, and Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

Discovery

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- Task One: Project Coordination
- Task Two: Site Inventory and Analysis

Development

To develop the Project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- Task Three: Schematic Design
- Task Four: Design Development
- Task Five: Construction Documentation

Delivery

To consult in the implementation of the Project's vision through the construction phase, ensuring compliance with the intent of the overall design and its accompanying story.

Tasks include:

- Task Six: Bidding and Negotiation Assistance
- Task Seven: Pre-Construction
- Task Eight: Construction Observation

Discovery

Task One

Project Coordination

Description of Services

TBG will coordinate the project and Design Team for the client, by providing the following efforts listed below.

Efforts within this task may include:

- Define the team's scope of work and manage roles and responsibilities of the design team
- Manage all aspects of design responsibility/accountability, work assignments and quality control
- Coordinate the sharing of all work product between the design team, owners and stakeholder group
- Be responsible for preparing and delivering project updates
- Schedule Management
- Meeting Notes from Client meetings & Stakeholder meetings
- Presentations to city staff and council

Deliverables

- Run and facilitate Bi-weekly client / consultants meetings
- Meeting Minutes
- Schedule Updates

Task Two

Site Inventory and Analysis

Description of Services

TBG will work with the Project team to study and evaluate the existing conditions based on the topographic and tree survey provided by Jones and Carter to organize opportunities and constraints that will impact potential design solutions.

Efforts within this task may include:

- Two (2) site visits
- Context analysis
- Site analysis
- Review engineering plans for regional stormwater analysis by Jones and Carter

Deliverables

- Inventory and analysis drawings and diagrams, opportunities, and constraint map
- Site visit report/summary

Development

Task Three

Schematic Design

Description of Services

TBG will develop a schematic design package for the Project, accommodating the program based on the Client's and Design Team's objectives, as determined from the city approved master plan. Schematic design will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework/design approach.

Deliverables

- Functional use diagram(s), illustrating program/performance summary and optimal site and user utilization
- Conceptual design (50% SD), maximum of two (2) concepts for Client to review
- Overall color-rendered schematic design plan, maximum of one (1) concept as selected by the Client from conceptual designs
- Image boards to communicate character, look and feel for proposed design themes, materials, finishes and uses/activities
- Illustrative sections/elevations to convey design and intent
- Location, program and design of site wayfinding and signage
- Schematic design grading plan for site limits of work, to be coordinated with civil engineer
- Preliminary construction budgets, in coordination with the Owner-selected Construction Manager At Risk
- Design and coordination of entire park coordinated with civil engineer and architect
- We have assumed four (4) meetings in during this task

Task Four

Design Development

Description of Services

TBG will work with the Client and consultant team to further develop the design concepts for the Project based on Client and Design Team review and comment to the schematic design package and associated project. This task will serve to finalize the site plan and selection of materials for the Project. It is intended that the DD documents will be advanced to the level that allows the Owner to obtain a Guaranteed Maximum Price.

Deliverables

- Plan sheets and enlargements, sketches, sections, elevations and material images to communicate design direction
- Image compilation and presentation of recommended materials selections (to communicate design intent, character, mood, look and feel), including hardscape, softscape and landscape elements. This will also include coordination of preliminary utility and grading layouts to understand phase one infrastructure

- Review and coordination with civil engineer on site grading, site structural and site electrical locations and material specification
- Review and coordination with Architect on building placement, grading and utility coordination
- Production and issuance of a 50% DD package and 100% DD package. Set will be issued to the Owner, selected construction manager and/or general contractor at the stages listed above, for their use in refining the overall budget for construction
- We have assumed five (5) meetings during this task

Task Five

Construction Documentation

Description of Services

TBG will prepare construction drawings and specifications to properly describe the scope of the Project. These documents will be suitable for review and for competitive bidding purposes.

Deliverables

- Coordination with Civil Engineer on mass grading
- Coordination with Civil Engineer on site structural and site electrical
- Coordination with Architect on building location, grading, audio visual and utility connections
- Landscape Architectural plans, sections, materials and specifications for layout and dimensional control of all site hardscape, planting, and site amenities
- Site Environmental Graphics and Wayfinding plans
- Irrigation Plans and specifications
- Detailing that supports the hardscape, planting, irrigation and landscape/pedestrian design
- Design and coordination of entire park coordinated with civil engineer and architect
- TBG and team will prepare technical specifications manual to describe the quality of craftsmanship and materials for the Project
- TBG will submit a 60% and 90% progress review set of the construction document package for the Client's review and comment prior to final submission of the Issue for Bid and/or Issue for Construction Sets
- We have assumed up to five (5) meetings during this task

Delivery

Task Six

Bidding and Negotiation Assistance

Description of Services

TBG will work with the contractor and consultant team to issue supplemental instructions and clarifications as needed during this task. We will also assist the owner and contractor in reviewing bid tabulations and make recommendations regarding qualified subcontractors. TBG will provide the following services during this task:

- Respond to questions during the bidding and contract negotiations
- Assist in the interview/recommendation of subcontractors
- Compile all sub-consultant drawings and quantities for one formal bidding issuance

Deliverables

- For the scope of this proposal, we have allocated three (3) weeks for the CMAR to review finals and provide final pricing
- Provide signed & sealed drawings, specifications & bid tabulations for the public bid process
- Clarification of addenda and/or supplemental drawings as required
- Attendance at one (1) pre-bid meeting ran by the City Project Manager
- Meeting with the owner and design team to review and comment on bid tabulations related to our scope of work – maximum of four (4) meetings

Task Seven

Pre-Construction

Description of Services

TBG will review, mark-up and return submittals, shop drawings and RFI's related to landscape scope for the above-mentioned site/project elements. Included within this scope will be:

- Attend construction meetings and visit the site with the Design Team (to the extent noted below)
- Review submittals and RFIs
- Attend nursery visits for tree/plant selection – maximum of two (2) visit

Deliverables

- For the scope of this Proposal, we have allocated a maximum of two (2) meetings with the Design Team to coordinate outstanding items
- Review and prepare responses to Contractor RFIs
- Review, mark-up and return of shop drawings and submittals

Task Eight

Construction Observation

Description of Services

TBG will visit the site during construction as part of the Design Team. We will observe the work of the contractor to generally determine the contractor's performance and quality of the construction as related to the intent of the construction documents and specifications. We will observe grading, lighting, hardscape, planting, and soil placement as well as irrigation. TBG will assist in the determination of the contractor's substantial completion and prepare a punch list initiating the contractor's maintenance and warranty obligation. Included within this scope will be:

- Attend construction meetings and visit the site with the design team on a bi/weekly or needed basis

Deliverables

- For the scope of this proposal, we have allocated a maximum number to construction site meetings based on each consultant's scope of work
- TBG assumes a maximum of twenty (20) construction/site meetings
- Review and prepare responses to contractor RFI's
- Review, mark-up and return of shop drawings and submittals for landscape architecture services
- Review Contractor's Pay Application as it relates to TBG's scope
- Provide field reports based on site observations for landscape architecture services
- Final Punch and site acceptance

Proposal Assumptions

TBG's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG's work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
 - _ Geo-technical report
 - _ Site and Tree Survey
 - _ Traffic Impact Analysis
 - _ Existing engineering and utility base information
- TBG understands that the Project will be delivered as one (1) construction document package under the cover of the Civil Engineer. Client understands and agrees that division of documents into multiple phases or releases will result in compensation for additional services.
- TBG understands that this project will be developed and delivered within an AutoCAD format and platform. Additional formats, such as Revit, can be provided for additional services. If Revit is the required format, the client must notify TBG prior to the Project entering the Design Development phase of services.
- This proposal includes design fees for: landscape architecture, wayfinding and signage services, site irrigation services, consulting horticulturalist, and Registered Accessibility Specialist Review
- TBG will not provide irrigation design and documentation for systems supplied by reclaimed or auxiliary water systems, e.g. well water, rainwater/condensate harvesting, and Type 1 reclaimed water.
- TBG will not provide services for message schedule and sign fabrication for wayfinding services.
- TBG will coordinate with Client's other consultants in the design team, to the extent their scope of work relates to the landscape architectural design elements within the Project. No fees for these consultants have been included in Scope of Services. As schematic design and design development progress, we will make recommendations for additional sub-consultants, as needed, at an additional fee.
- The following engineering tasks are not included in our Scope of Services:
 - _ Civil Engineering, Site Structural and Site Electrical
 - _ Aquatic, MEP, or structural services associated w/ fountain features. These services are the responsibility of the contractor and will only be reviewed by TBG for design intent during construction
 - _ SUE level "A" of underground utilities.
- Client's Civil Engineer will provide geotechnical and other investigations that TBG may request to execute the work properly.
- Client will review and provide comments on drawings and outline criteria provided by TBG.

- TBG will not perform work associated with major redesign value engineering tasks due to non-comprehensive or “plug” number CM @ Risk pricing resulting in budget overruns.
- TBG will not provide as-built documentation.
- TBG may provide LEED documentation only as Additional Services.
- TBG shall not be required to sign any documents that would result in its having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.

Budget

TBG will work with the Client's Contractor and/or Construction Manager At Risk (CMAR) in preparing and managing the development budget related to TBG's work, starting at schematic design. TBG will only proceed with each subsequent task of service upon receipt of Client's authorization, based upon design documents and contractor/CM prepared budget. TBG will maintain conformance of all documents with the budget within each task of service.

TBG has assumed a landscape construction budget of \$5,000,000 for the Scope of Services identified in the masterplan for phase one.

Schedule

Services described herein are contingent upon schedule requirements provided by the Client or assumed by TBG. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client and TBG prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

*Schedule Assumptions

Task	Description	Time	Units
Discovery			
Task One	Project Coordination	0	Ongoing
Task Two	Site Inventory and Analysis	2	Weeks
Development			
Task Three	Schematic Design	10	Weeks
Task Four	Design Development	12	Weeks
Task Five	Construction Documents	16	Weeks
Delivery			
Task Six	Bidding and Negotiation Assistance	2	Weeks
Task Seven	Pre-Construction Services	2	Weeks
Task Eight	Construction Observation	48	Weeks
Total TBG Time		92	Weeks

Please refer to overall project schedule provided to the client for a more detail description of timeline, review periods and submittals

Fees for Professional Services

Each task has been written on a fee basis as noted below. The fee for this basic Scope of Services will be billed monthly:

Task	Description	Fee	Fee Basis
Discovery			
Task One	Project Coordination	\$ 19,000	Lump Sum
Task Two	Site Inventory and Analysis	\$ 11,500	Lump Sum
Development			
Task Three	Schematic Design	\$ 69,000	Lump Sum
Task Four	Design Development	\$ 77,000	Lump Sum
Task Five	Construction Documents	\$ 123,000	Lump Sum
Delivery			
Task Six	Bidding and Negotiation Assistance	\$ 7,700	Lump Sum
Task Seven	Pre-Construction Services	\$ 19,200	Lump Sum
Task Eight	Construction Observation	\$ 58,000	Lump Sum
Reimbursables		\$ 10,000	NTS
TBG Scope of Services Total Fees		\$ 394,400	

TBG Subconsultant Fee: including in the fees above.

CallisonRTKL (site wayfinding and signage)	\$ 66,000
James Pole Irrigation (site irrigation)	\$ 7,500
Dr. Robert Moon (consulting horticulturalist)	\$ 12,500
ARS (accessibility review)	\$ 1,800

Note: The Total TBG Scope of Services fee includes fees for landscape architectural, and irrigation design services only.

This proposal excludes any and all state and local taxes associated with the project site. Any such taxes required by law will be added to the project fee

Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, including architectural, structural and MEP are not included in the Total TBG Scope of Services Fee.

TBG Hourly Rates

Level		Hourly Rate
Staff 1	\$	50-60
Staff 2	\$	65-85
Staff 3	\$	90-110
Staff 4	\$	115-140
Staff 5	\$	145-250

Reimbursables

The following costs shall be reimbursed at cost plus ten percent and are not included in the fee for professional services:

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Fees for additional consultants retained with the approval of the Client
- TAS Plan Review and Inspection Cost
- Cost for bid advertisement(s)
- PlanGrid charges

If the Proposal, fee of \$394,400 and the Terms and Conditions that follow, which are incorporated herein by reference, meet with your approval, please sign below and return a copy to TBG for our files. TBG must receive a signed copy of the Agreement in order to proceed with the Scope of Services.

APPROVED and agreed: The Broussard Group, Inc.



Mark Meyer PLA 2086
Principal

06/03/2021

Date

APPROVED and agreed: City of Corinth

BY Authorized Agent

DATE

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone [512] 305 9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes. Proposal copyright ©2021 by TBG Partners. No portion of this proposal may be copied or distributed without the written permission of TBG Partners.

Terms and Conditions

Effective Date

The Proposal for Professional Design Services (the Proposal) and these Terms and Conditions constitute the full and complete Agreement between the parties (the Agreement) and may be changed only by written agreement signed by both parties. The Agreement shall become effective upon its execution by Client. TBG is not obligated to proceed with the work until the Agreement is signed by Client. No prior oral or written representation regarding the Project and TBG's obligations will be of any force or effect unless said terms are also contained in the Agreement.

Parties to the Agreement

TBG is entering into this professional services agreement for the exclusive benefit of Client. There are no intended third-party beneficiaries of the Agreement. Both TBG and Client agree not to assign the Agreement or any causes of action that arise under it without the express written consent of the other party.

Standard of Care

TBG will exercise that degree of care and skill ordinarily practiced by landscape architects providing similar services for projects of similar scope in the location of the Project. In performing these services, TBG cannot ensure perfection and Client agrees TBG's services are performed without any warranties, either express or implied, as to the quality of its services or of its drawings. TBG is entitled to rely upon documents supplied to it by Client, Client's consultants and contractors, and information from public and other records, without the need for independent verification and without liability for same. TBG shall not be liable for changes, modifications and/or additions to regulatory requirements after the date of the Proposal or, respectively, after the date of any amendments thereto.

Scope and Responsibilities

The duties of TBG shall not be construed to exceed those services specifically set forth in the Proposal. When right of entry to the Project site is required for TBG to perform its services, Client agrees to obtain and accommodate TBG's legal right of entry on the site. Notwithstanding TBG's Scope of Services, TBG, its independent professional associates and/or consultants' do not have any obligation or right to supervise, direct, or have control over the contractor's work and shall not have authority over, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the contractor's failure to perform its work in accordance with the contract documents. TBG, its independent professional associates and/or consultants, shall not have authority over, or responsibility for, safety precautions and programs in connection with the contractor's work. TBG, its independent professional associates and/or consultants, shall not be required to sign any documents that would result in their having to certify, guaranty, or warrant the existence of conditions that they cannot independently ascertain.

TBG's Scope of Services does not include responsibility for detection, remediation, accidental release, reporting or any other service relating to naturally occurring or manmade site conditions, or to waste or hazardous materials, as defined by Federal, State, and local laws or regulations, and **CLIENT AGREES TO RELEASE, DEFEND,**

INDEMNIFY AND HOLD TBG HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM SAME.

Additional Services

Additional Services are services that may be needed by Client, but which are not included in the Scope of Services described in the Proposal. Additional Services will be provided only with prior approval of Client and agreement to compensate TBG for same, and include but are not limited to the following:

- Preparation and presentation of graphic exhibits other than those described in Scope of Services.
- Revisions and changes in drawings, specifications or other documents previously provided by Client, or the preparation of alternates or deductive change orders requested by Client.
- Preparation of record drawings or of measured drawings of existing conditions.
- Providing prolonged construction observation should the construction time be substantially extended through no fault of TBG.
- Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for TBG's scope items is reduced through no fault of TBG.
- Participation in any formal or informal dispute resolution process, litigation, or arbitration to which TBG is not a party, and only with TBG's consent, which may be withheld at TBG's sole discretion. Should a representative of TBG be subpoenaed to appear or produce documents by any party to such a dispute, Client agrees in advance to compensate TBG for its time and expenses incurred in compliance.

Guaranty of Certifications

Unless specifically provided for elsewhere in the Agreement, TBG makes no warranties, representations or guarantees that the Project will actually achieve or receive any certification by the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U. S. Green Building Council, or any other similar state, local or national environmental building program. Similarly, unless otherwise provided for in the Agreement, TBG makes no warranties, representations or guarantees regarding the energy use or operating costs or expenses of the Project.

Instruments of Service

The drawings, specifications, computer files, electronic media, field data, notes and other documents prepared by TBG for the Project, including those prepared through or with its independent professional associates and/or consultants, are Instruments of Service for use solely with respect to this Project. TBG shall be deemed the author or creator of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. All Instruments of Service produced by TBG shall be released to Client as Adobe PDF files, and not in the native format available through programs including, but not limited to, InDesign, AutoCAD or other proprietary formats.

By entering into the Agreement, TBG grants to Client a limited, non-exclusive license to use the Instruments of Service provided to Client for purposes of constructing, using, and maintaining the Project, provided that Client substantially performs its obligations

under the Agreement, including prompt payment of all sums when due, under the Agreement. In the event of nonpayment by Client of any sums due for more than sixty (60) days, this license shall automatically terminate. The license provided under the Agreement does not extend to the use of TBG's Instruments of Service on any other project and does not grant Client any rights in the Instruments of Service or other documents or files that is not expressly granted to Client in writing, including, without limitation, rights to TBG's electronic files used in the development of the Instruments of Service, such as AutoCAD or InDesign files.

Upon completion of the services and payment in full of all monies due TBG, Client may retain copies of the Instruments of Service provided under the Agreement. Such documents, in whatever format provided, are neither licensed for, nor intended or represented to be suitable for, reuse on extensions of the Project or on any other project. Additionally, any reuse or distribution of such documents without written verification or adaptation by TBG for the specific purpose intended (for which Client shall pay TBG compensation at mutually agreed rates) will be at Client's sole risk and without liability or legal exposure to TBG, or TBG's independent professional associates or consultants.

CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS TBG, ITS INDEPENDENT PROFESSIONAL ASSOCIATES AND CONSULTANTS, FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, FEES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, SUITS, REGULATORY OR OTHER ACTIONS, AND DAMAGES, WHATSOEVER, ARISING OUT OF OR RESULTING FROM SUCH UNAUTHORIZED USE OR DISTRIBUTION.

Revised Project Budget

If the Project budget defined by the Scope of Services is increased or decreased by more than ten percent (10%) after the Schematic Design task, the time and effort required to redesign the Project within the new budget will be considered Additional Services to the Agreement. TBG does not guarantee the accuracy of estimates of cost and Client agrees TBG does not have control over the cost of labor, material, equipment, or services furnished by others, market conditions, or contractors' methods of determining prices or performing the work.

Statements and Payment

Fees for professional services and reimbursable expenses will be invoiced to Client monthly based on the percentage of the work completed for each task. A task-by-task description of work performed will be submitted with each invoice, at Client's request. Payment is due on or before 30 days from the date of the invoice. Client agrees to pay invoices or their undisputed portions on or before the due date. TBG reserves the right to suspend services in the event that invoices exceeding a total amount of \$5,000 remain unpaid for more than thirty (30) days, regardless of the reason.

In the event TBG's invoices are given to an attorney for collection or should TBG seek collection through any form of judicial process, Client shall pay all costs of collection, including but not limited to attorney's fees, expenses, and costs of court.

Suspension and Termination

Client may suspend or terminate the Agreement upon written notice to TBG, in which event, Client shall compensate TBG for all work performed by TBG prior to and including the date TBG receives written notice of said suspension or termination (the date of suspension/termination). TBG is not obligated to resume work following suspension of the work unless Client has paid all outstanding TBG invoices in full.

CLIENT AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD TBG HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM SUCH SUSPENSION.

If Client terminates the Agreement and TBG's services do not continue through the completion of the Project for any reason, Client shall be permitted to use the Instruments of Service (including any electronic files) prepared by TBG and provided to Client, only under the following conditions:

CLIENT SHALL (AND SHALL REQUIRE ANY OTHER DESIGN PROFESSIONALS ENGAGED TO COMPLETE THE IMPROVEMENTS ON THE PROPERTY TO) RELEASE , INDEMNIFY, DEFEND AND HOLD HARMLESS TBG, ITS INDEPENDENT PROFESSIONAL ASSOCIATES, AND ITS CONSULTANTS FROM ANY AND ALL LOSSES, CLAIMS, EXPENSES OR LIABILITIES ARISING FROM (I) THE USE OF TBG'S INSTRUMENTS OF SERVICE AS MAY BE USED, REVISED AND/OR ALTERED AND (II) THE COMPLETION OF THE IMPROVEMENTS ON THE PROPERTY; AND

TBG and its Sub-Consultants have been paid in full for services, materials, expenses, and reimbursables provided through the date of termination. This event does not change the respective ownership and use rights of TBG and Client in the Instruments of Service that are otherwise set forth in the Agreement.

TBG may terminate the Agreement upon ten (10) days' written notice to Client after the occurrence of any of the following:

- Client's failure to pay TBG's invoices within thirty (30) days;
- Suspension of the Project for more than sixty (60) days;
- Client's material default of any terms of the Agreement; or
- Client's failure to execute the Agreement.

LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES

TBG will not be responsible for defects in the work designed or built by others, even to the extent used or relied upon by TBG in rendering its services. TBG will not be responsible for incidental, indirect, or consequential damages, either to Client or to other members of the Design Team and construction team including, without limitation, damages for delay or for construction inefficiencies for any cause whatsoever, loss of use, loss of profits, loss of income and/or rent, loss of reputation, unrealized savings, rental expenses, or diminution of property value. In consideration of the nature of TBG's work and the relative risks involved, the parties agree that in no event shall TBG be liable for damages to client, its assignees, other consultants, the contractor and/or its subcontractors for any claims or damages in excess of the amount of the fees paid to TBG by client.

INDEMNIFICATION

CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD TBG AND ITS PRINCIPALS, REPRESENTATIVES, OWNERS, AGENTS, EMPLOYEES AND CONSULTANTS HARMLESS FOR ALL DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING FROM ANY INTENTIONAL OR NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF CLIENT AND/OR CLIENT'S OWNERS, PRINCIPALS, AGENTS, REPRESENTATIVES, EMPLOYEES, INDEPENDENT CONTRACTORS, AND CONSULTANTS, PERTAINING TO THIS AGREEMENT OR THE PROJECT.

Dispute Resolution

As a condition precedent to either the Client or TBG's filing of any claim in litigation, the President of TBG and Client shall meet within thirty (30) days of a request by either party to attempt to resolve the dispute. If any disputed issues remain, the parties agree that they must participate in nonbinding mediation before either party may institute any litigation or arbitration proceeding. In the event of a dispute, except as otherwise provided in this Agreement, neither TBG nor Client shall be entitled to an award of attorneys' fees. Venue for any dispute arising out of the services provided by TBG under the Agreement shall be in state court in Travis County, Texas. Any applicable statute of limitations shall commence to run, and any cause of action shall be deemed to have accrued, not later than the date of substantial completion of the Project on which TBG's services are provided.

Enforcement

The laws of the State of Texas shall govern the validity and interpretation of the Agreement. In the event any provision in the Agreement is found to be illegal or otherwise unenforceable, the unenforceable provision will be stricken and the remaining provisions shall continue in full force and effect as if the unenforceable provision were never included in the Agreement. Headings are for organizational purposes and may not reflect the full scope of the language that follows. The failure of a party to enforce any provision herein shall not waive that party's right to enforce the same provision or any other provision of the Agreement in the future.

Design-Build Projects Addendum

Client understands and acknowledges that as a method of delivery, Design-Build projects, which include any project or portion thereof for which the method of delivery consists of design and construction services provided under a single entity, present access, accountability, and timing complications related to TBG's Scope of Services; therefore, in consideration of this added risk and TBG's willingness to participate in a design-build method of delivery, Client acknowledges and agrees to the following additional terms with regard to Design-Build projects:

- TBG owes a duty only to Client under the Agreement, TBG's obligations do not flow to others with whom Client has contracted separately and there are no third-party beneficiaries to the Agreement;
- In advance of signing an agreement for services related to a design-build project, TBG will be provided, for review and consideration, the Prime Agreement between Owner and Design-Builder for the Project, as well as the Client's agreement for the design-build, if Client is not a party to the Prime Agreement. **IF TBG IS NOT PROVIDED THE PRIME AGREEMENT AND CLIENT'S AGREEMENT FOR THE**

DESIGN-BUILD, IF NOT THE PRIME AGREEMENT, IN ADVANCE OF TBG ENTERING INTO AN AGREEMENT FOR THE PROJECT WITH CLIENT, CLIENT AGREES TBG SHALL NOT BE LIABLE FOR COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED IN SAID AGREEMENTS AND CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD TBG HARMLESS FOR SAME;

- TBG will coordinate the work of it and its consultants with Client's other consultants but is not liable for the work of or delay caused by Design-Builder, Contractor, Subcontractors, other consultants, or any other party to the design-build team, or for any contractor's failure to perform its work in accordance with the contract documents or to begin construction before contract documents are complete;
- Client shall provide TBG complete information regarding TBG's portion of the work, and a schedule for TBG's work and allow TBG reasonable time to perform its work in coordination with other consultants on the Project. TBG is entitled to rely on the accuracy of the information provided by Client;
- Client will confer with TBG before issuing interpretations of TBG's documents and in determining whether construction performed based on TBG's documents is in general compliance with TBG's documents. If TBG is retained to provide construction administration responsibilities, any site observation reports generated by TBG, formal or informal, must be communicated promptly by Client to all members of the design-build team and to the project Owner.
- Nothing in the Prime Agreement or any downstream agreement shall be construed to transfer ownership of TBG's Instruments of Service to any party, as TBG maintains all common law, statutory and other reserved rights, including the copyright. As stated elsewhere in these Terms and Conditions, TBG grants only the limited, non-exclusive license to use the Instruments of Service provided to Client, in whatever format provided, for purposes of constructing, using, and maintaining only the Project that is the subject of the Agreement, and grants such license only on the condition that Client substantially performs its obligations under the Agreement, including prompt payment of all sums when due.
- Both TBG and Client agree not to assign the Agreement or any causes of action that arise under it without the express written consent of the other party.
- **INDEMNITY. CLIENT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TBG, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, MANAGERS, BENEFICIARIES, EMPLOYEES, AGENTS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, INSURERS, AND SURETIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, ACTUAL DAMAGES, LIENS, JUDGMENTS, AND COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, COSTS OF DEFENSE, COURT OR ARBITRATION COSTS AND REASONABLE ATTORNEY'S FEES AND EXPENSES), TO THE EXTENT SUCH CLAIM CONFLICTS WITH THE CONDITIONS, RIGHTS, AND OBLIGATIONS STATED IN THE DESIGN-BUILD ADDENDUM, INCLUDING CLAIMS RELATED TO TBG'S OWN NEGLIGENT OR INTENTIONAL ACTS, IN WHOLE OR IN PART.**

CITY OF CORINTH
Staff Report

Meeting Date:	6/17/2021	Title:	Contract RR Crossing Design - LAN
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 checked="" type="checkbox"/> Conveniently located <input type="checkbox"/> Delivers Outstanding Service <input checked="" type="checkbox"/> High-Quality Retail <input checked="" type="checkbox"/> High-Quality Restaurants <input checked="" 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

Discuss and consider approval of a professional engineering design and surveying contract with Lockwood Andrews and Newman, Inc for the street and utility infrastructure for NCTC Way and the related design of the closure of the railroad crossings at N. Corinth Street and Walton Drive in the amount of \$307,281.00 and authorizing the City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

The City of Corinth is moving forward with the Commons at Agora project and with the park there must be infrastructure to support the park and the future development surrounding the park. Lockwood Andres & Newman, Inc. (LAN) is well known for their coordination and design capabilities related to railroad work. They provided the City with a detailed transit stop location identification study. Part of that study resulted in determining to have a rail stop, the City would need to remove the crossings at N. Corinth Street and Walton Drive. This would allow the City to add a new road to the north, NCTC Way, connecting I-35E Frontage, just south of McClains RV, to N. Corinth Street, just south of Pinnell Square. Considering their working knowledge of the railroad, it makes the most sense to work with LAN in developing the final engineering design of these infrastructure improvements. The scope and fee are detailed within their proposal. Staff will be available to present the project and answer any questions Council may have at the meeting.

Financial Impact

\$307,281.00 as budgeted, out of Capital Funds

Staff Recommendation/Motion

Recommend approval of entering into a professional engineering design and surveying contract with Lockwood Andrews and Newman, Inc for the street and utility infrastructure for NCTC Way and the related design of the closure of the railroad crossings at N. Corinth Street and Walton Drive in the amount of \$307,281.00; and authorizing the City Manager to execute any necessary documents.



June 9, 2021

George S Marshall, P.E., CFM
City Engineer
City of Corinth
Engineering Department
3300 Corinth Pkwy
Corinth, TX 76208

Dear Mr. Marshall:

Please find attached our revised draft scope of services to develop the construction plan for the new connector roadway, NCTC Way, and railroad grade crossing, between North Corinth Street and IH35E northbound frontage road.

Proposal includes developing two alternative concept alignments of NCTC Way based on the best location for the grade crossing of the DCTA A-train tracks. Then once the preferred alignment is determined, we will develop the plans specifications and estimates for construction.

This task will include collecting design topographic survey and Level B SUE except within the railroad right-of-way. We do not anticipate any deep excavating near the tracks and DCTA's contractors will be responsible for the gates, flasher, and switch signals. If we identify a potential conflicting utility within the DCTA / DART right-of-way under our Level C investigation we will coordinate with you to determine the best course of action.

Our fee to complete the preliminary alignment study and final PS&E is \$307,281. A level-of-effort breakdown is provided.

Sincerely,
Lockwood, Andrews & Newnam, Inc.

Philip Meaders, P.E.
Vice President
pmeaders@lan-inc.com

cc: Mark Mathis, P.E. (jmmathis@lan-inc.com)

Attachments: Scope of services
Level-of-Effort Fee Estimate

SCOPE OF SERVICES – NCTC WAY

1. Preliminary Engineering Services

The engineer will provide two (2) possible alignments for NCTC Way extension from North Corinth Street to IH35E Northbound Frontage Road and (equivalent to 15% construction plans) The design work to determining the best alignment for the new roadway connection between North Corinth Street and IH35E Northbound Frontage Road will based on the at-grade crossing of the DCTA A-train commuter rail tracks location to provide adequate distance for double tracking for the future Corinth Station Platform. The design will evaluate considerations for future double track to minimize roadway reconstruction in the event future double track is constructed at the crossing location.

The following tasks are anticipated to be part of this effort:

- a. Obtain necessary rights of entry for the engineering, and surveying, activities, and provide all topographic and boundary survey data needed for development of tasks below.
- b. Review and incorporate data made available by the City of Corinth.
- c. Topographic Survey: Provide railroad top of rail elevations at 50-foot interval beginning at 100 feet south of Walton to 1,200 feet north of N. Corinth. Provide top of path elevations at 50-foot interval for the same limits. Provide cross sections of railroad right-of-way for the same limits. Locate existing railroad signal equipment at N. Corinth and Walton, locate existing drainage structures and power poles on railroad right-of-way. Develop terrain topographic map of the ground between IH35E frontage road and N. Corinth Street for roadway design.
- d. Determine the optimal track crossing location based on the *City of Corinth / DCTA Station Concept* report prepared by LAN September 2019. Crossing location to accommodate turn-out for second track and proposed platform location.
- e. Develop two alternative alignments for NCTC Way to accommodate vehicular traffic and pedestrian needs to provide a new roadway connection as

described above. Schematic designs will be 15% engineering base on topographic survey information.

- f. Provide Quality Level B Subsurface Utility Engineering (SUE) for the project limits and Quality Level A SUE at critical locations.
 - i. Quality Level B: QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating." The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations, and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.
 - ii. This work will not include Level B SUE investigation in any railroad ROW for this project scope. In Railroad ROW within the project limits Level D SUE record information will be gathered. The scope of this proposal includes Quality Level "A" and "B" SUE.
 - iii. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer. Overhead inventory is to be excluded from this deliverable. Designating will be performed within the project limits.
- g. Hold coordination meetings with City officials monthly and provide detailed notes for same.

- h. Provide monthly written status reports to the City.
- i. Provide conflict analyses and coordinate with utility companies as needed.
- j. Meet DCTA, DART and TxDOT for review comments.
- k. Meet with adjacent property owners as needed.
- l. Submit invoices as the work progresses but not more frequently than monthly. Each invoice will be accompanied by a brief update of accomplishments for the period covered.
- m. Designs will be in accordance with City standards.
- n. Provide cost estimates for construction and utility relocations as the project develops, and provide updates as requested.

2. Final Design Services

Upon approval of schematic design and conclusion of basic services when the final scope of the services and engineering effort can be determined with greater certainty:

- 1. Detailed design and construction documents (PS&E) for the roadway, rail grade crossing and drainage components.
- 2. Bidding assistance, construction management, and project close-out for the project described above.

Additional Services can be generally expected to include the following, in accordance with the development of work authorizations above:

- 1. Preparation of Plans, Specifications, and Estimates for the project, including:
 - a. Right-of-way data Field surveying and photogrammetry
 - b. Drainage structure design services
 - c. Roadway plans
 - d. Shared use path, ADA ramps and sidewalks
 - e. Railroad grade crossing panel, gates and signal layout plans
 - f. Traffic control plans

- g. Sequence of construction plans
 - h. Pavement marking, signing, and illumination plans
 - i. Storm water pollution prevention plans
 - j. Obtaining and documenting all necessary City approvals
 - k. Cost estimates
2. Coordination with utility owners

The following detail services provide a detail description of the Engineer’s effort for Phase 2 services:

2.1 – Final Design Services:

- a. **Plan view** construction drawings shall contain the following design elements:
 - i. Calculated roadway alignment for NCTC Way, North Corinth Street, and any side streets. Horizontal control points shall be shown.
 - ii. Pavement edges for all improvements, including main lanes, side streets, and driveways.
 - iii. Lane and pavement width dimensions.
 - iv. Proposed structure locations, lengths, and widths.
 - v. Direction of traffic flow on all roadways.
 - vi. Drawing scale should be 1 inch = 100 feet.
 - vii. Existing and proposed ROW, easement.
 - viii. Begin and end superelevation transitions and cross slope changes.
 - ix. Limits of rip rap, block sodding, and seeding.
 - x. Existing utilities and structures.
 - xi. Benchmark information.
 - xii. Radii call outs, curb location, guard fence, crash safety items, and ADA compliance items.

The profile view shall contain the following design elements:

- i. Calculated profile grade for main lanes and side streets. Vertical curve data, including “K” values shall be shown.

- ii. Existing and proposed profiles along the proposed PGL of the main lanes.
 - iii. Water surface elevations for major storm events.
 - iv. Drawing vertical scale to be 1 inch = 10 feet.
- b. **Typical Sections.** Typical section construction drawings shall be required for all proposed roadways and structures. Typical sections shall include width of travel lanes, raised or flushed median, curb and gutter, buffer, sidewalk, and ROW. Typical sections shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding, seeding, and rip rap limits, sidewalks, and station limits.
- c. **Intersection Layouts.** The Engineer shall provide layouts for intersections at NCTC Way & IH35E Northbound Frontage Road, NCTC Way & Old US Hwy 77, and NCTC Way & North Corinth Street. The layout shall include curb returns, geometrics, transition length, stationing, pavement, and drainage details. The Engineer shall provide transition details at project limits.
- d. **Cut and Fill Quantities.** The Engineer shall provide earthwork cut and fill quantities and cross sections at 100-foot intervals.
- e. **Pavement Design.** The City will provide instruction on pavement design, the Engineer shall follow City of Corinth Engineering Standards Manual and obtain the City's final approval.
- f. **Pedestrian and Bicycle.** The Engineer shall design pedestrian and bicycle facilities in accordance with the latest ADA, the Texas Accessibility Standards, the AASHTO Guide for the Development of Bicycle Facilities, and the federal policy statement on Bicycle and Pedestrian Accommodations Regulations and Recommendations by United States Department of Transportation. Public input and city master planning should be considered.
- g. **Signs & Markings.** The Engineer shall develop signs and marking layout sheets for cross walks, railroad crossing and typical traffic control such as speed limit signs, stop sign control etc.

h. **Traffic Control Plan and Sequence of Construction.** The Engineer shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP shall be developed in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (Texas MUTCD). The Engineer shall implement the current Barricade and Construction (BC) standards as applicable.

- 1) The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices to be used to handle traffic during each construction phase.
- 2) The engineer shall be responsible to coordinate with the City and TxDOT to obtain approval.
- 3) The Engineer shall design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement.
 - i. **Estimate.** The Engineer shall independently develop and report quantities with each submittal.
 - j. **Specifications and General Notes.** The Engineer shall provide General Notes, Special Specifications, and Special Provisions in the required format.
 - k. **Permits Review.** The Engineer shall review and respond with comments to the City on all permits submitted to the City, including driveways and side streets.

2.2 Drainage Design

- a. **Project Coordination.** The Engineer shall coordinate with the City regarding the drainage design of the adjacent project and incorporate its proposed condition to design drainage for this project.
- b. **Storm Drain Design.** The Engineer shall provide layouts, drainage area maps, and design of all drainage components. The Engineer shall design all conventional storm drainage and cross drainage in conformance with the latest edition of City of Corinth iSWM Criteria Manual for Site Development and Construction. The Engineer shall perform the following:
 - i. Prepare drainage area maps.

- ii. Plan and profile sheets for storm drain systems and outfall ditches.
 - iii. Select standard details from the City's standards for items such as inlets, manholes, junction boxes, and end treatment. Prepare details for non-standard inlets, manholes, and junction boxes.
 - iv. Prepare drainage details for outlet protection, outlet structures, and utility accommodation structures.
 - v. Identify pipe strength requirements.
 - vi. Prepare drainage facility quantity summaries.
 - vii. Identify potential utility conflicts and design around them, wherever possible.
 - viii. Take into consideration the drainage impact from pedestrian facilities, utility impacts, and driveway grades.
 - ix. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.
 - x. Locate soil boring, if applicable.
- c. **Layout, Structural Design, and Detailing of Drainage Features.** The Engineer shall develop layouts for proposed or modified storm sewers, inlets, manholes, and trunk lines.
- d. **Storm Water Pollution Prevention Plans (SWPPP).** The Engineer shall develop SW3P, on separate sheets from the TCP, to minimize potential impact to receiving waterways.

2.3 Railroad Grade Crossing Design.

- a. Develop rail crossing signal and planking layout to included typical section at the rail crossing to be used for rail crossing and quiet zone diagnostic review. Review future track options with the City and DCTA.
- b. Develop rail crossing removal plans for North Corinth Street and Walton Drive including removal of gates, flashers and roadway planking.
- c. Obtain existing quiet zone information and review with the City.
- d. Prepare crossing and quiet zone checklists for use during the field diagnostic review.

- e. Conduct crossing field diagnostic review with attendees to include City of Corinth, DCTA, TxDOT and Federal Railroad Administration. Prepare notes from the diagnostic review and distribute to attendees.
- f. Revise the crossing layout per diagnostic team recommendations and prepare Exhibit A drawings to include signal layout, general notes, planking layout, signing sheets and traffic control plan and appropriate TxDOT standard drawings.
- g. Review quiet zone requirements with the City for modifying the existing quiet zone to remove North Corinth and Walton and add NCTC Way.

Exclusions:

- Environmental engineering and impact assessment
- Conducting public hearings
- Water & sanitary sewer plan design
- Right-of-way parcel preparation & owner negotiation
- No Level B SUE within DCTA railroad right-of-way
- Railroad worker training and train flaggers
- Bid packet preparation and bid assistance
- Construction phase services, including construction staking and utility coordination



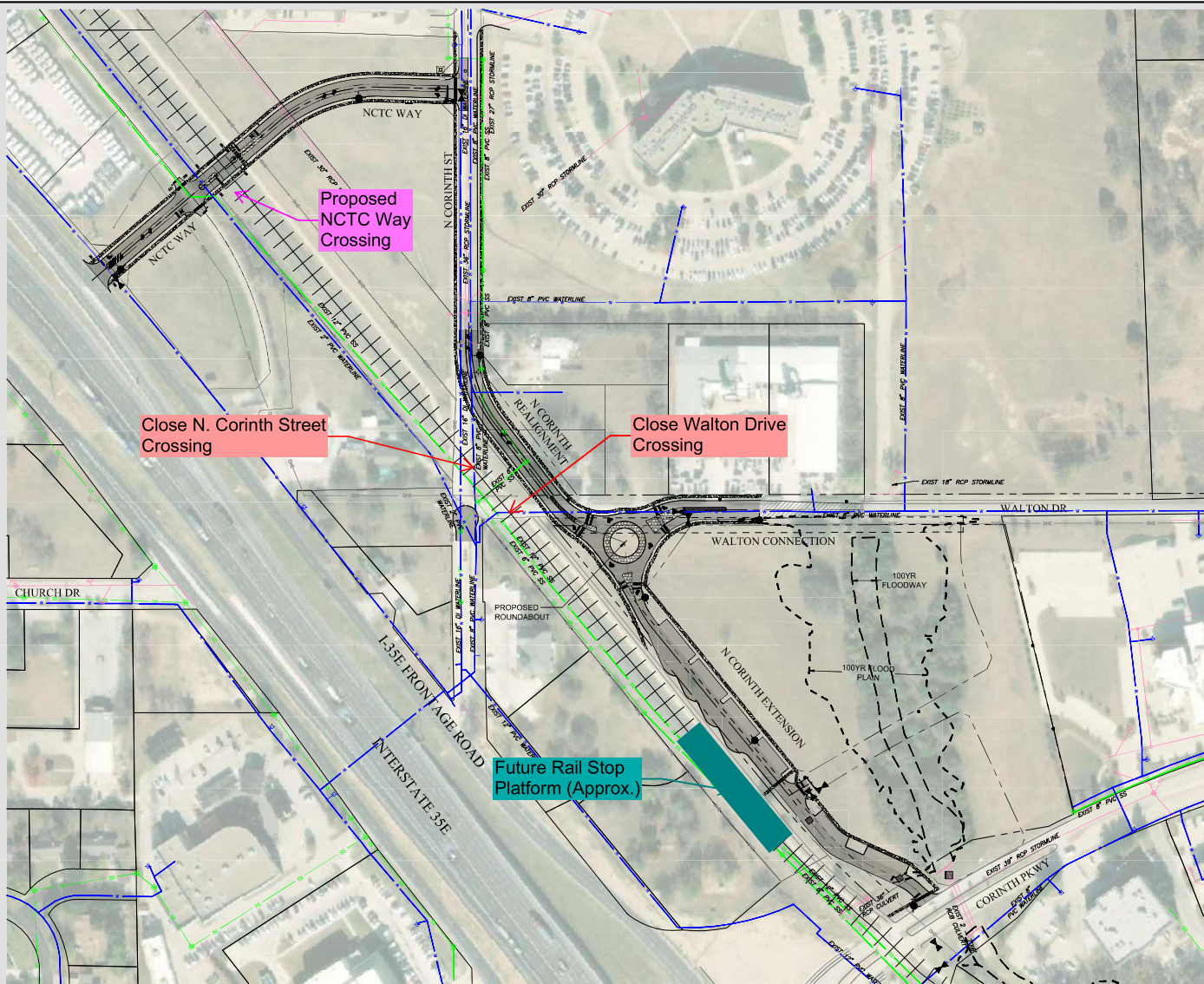
**CITY OF CORINTH
NCTC WAY CONNECTOR /RAILGRADE CROSSING PRELIMINARY ALIGNMENT & FINAL DESIGN**

ENGINEERING FEE ESTIMATE

8-Jun-21

DESCRIPTION	HOURS									SUB-CONSULTS	EXPENSES	TOTAL
	PRINCIPAL	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER - Rail	SENIOR ENGINEER - Roadway	PROJECT ENGINEER	ENGINEER ASSISTANT	SENIOR CADD TECH	ADMIN			
PHASE 1: 30% Schematic Design												
0 Project Kickoff Meeting		8		8	8				4			\$ 6,500.00
>Review Potential Alignments		2		2	2		2					\$ 1,786.00
>Discuss Project Schedule		2		2	2							\$ 1,534.00
>Prepare meeting minutes		2	1	1	1							\$ 1,296.00
>Travel (up to 8 meetings)		16		16	16						\$1,750.00	\$ 14,022.00
Monthly invoices & Progress Report		8							8			\$ 2,992.00
Monthly PM Duties (work plan,schedule,etc)	6	16							8			\$ 7,056.00
1 Develop design survey		2		4	4					\$24,780.00		\$ 27,282.00
3 Obtain Level B SUE		2		4	4	4				\$28,550.00		\$ 31,848.00
4 Develop up to 2 Alignments for NCTC Way in Bentley ConceptStation / LumenRT		6	2	12	60	12						\$ 22,002.00
5 Submit alternative concept alignments for city for review		4	4								\$165.00	\$ 2,281.00
6 Conduct upto 4 client meeting to discuss proposed alignments		12			12	12						\$ 8,688.00
7 Address comments and develop draft 15% preferred alignment NCTC Way			2	2	2	4	40	40				\$ 13,256.00
8 Coordinate with Jones & Carter on railroad crossing removal plan sheet requirement		2		4				4				\$ 2,130.00
10 Develop new railroad grade crossing panels, signals & gates				40				80				\$ 21,600.00
11 Develop railroad crossing removal layout sheets		2	4	16			32					\$ 9,454.00
12 QC/QA plan layout and profile sheets		6	8	2	2		8					\$ 5,642.00
13 Submit preferred alignment plan layout to TxDOT, DART & DCTA	1	2		2	2		8					\$ 2,842.00
14 Quiet Zone development & modification (diagnostic meeting, safety index analysis, etc.)		8	8	40				20	8			\$ 17,620.00
15 Prepare FRA Quiet Zone Application		8		40	8			8				\$ 15,072.00
16 Develop 60% roadway layout, profile and cross sections plan sheets, including sidewalks				16			60	120				\$ 29,312.00
Develop storm water system layout & profiles						40		40				\$ 13,920.00
17 Incorporate comments and finalize plans		2		4	4		24	80				\$ 17,446.00
18 Develop TCP plan sheets					4		24	40				\$ 9,952.00
19 Identify and Incorporate Appropriate Construction Detail Sheet							24					\$ 3,024.00
23 Prepare engineer's probable level-of-effort cost estimate		4		8	8		16					\$ 7,020.00
24 Prepare public exhibits & project summary, attend / host review meetings	1	2	2	4	4		16	20				\$ 8,290.00
25 Submit complete design packet, including SUE report, cost estimate, public outreach packet, and plans	1	2	4	2	2			4				\$ 3,414.00
26 Respond to up to 4 RFI's during construction		4		8	8			12				\$ 6,792.00
Preliminary & Final Design: TOTAL	9	122	35	237	153	72	254	468	28	\$ 53,330.00	\$ 1,915.00	\$ 307,281.00

HOURLY RATES	Hourly Rate
Principal	\$ 300.00
Project Manager	\$ 283.00
Quality Manager	\$ 246.00
Senior Civil Engineer	\$ 242.00
Project Engineer	\$ 199.00
Engineer Assistant (EIT)	\$ 126.00
Senior CADD Designer	\$ 149.00
Clerical	\$ 91.00



RR Closure Exhibit

