

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION
Thursday, July 06, 2023 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.

View live stream: www.cityofcorinth.com/remotesession

- A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
 - [1.](#) Receive a presentation, hold a discussion, and give staff direction on the cost of service and rate design study for the City's water and wastewater utility.
 - [2.](#) Receive a report, hold a discussion, and give staff direction on current regulations and proposed programs regarding Neighborhood Integrity.
 - [3.](#) Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
- D. ADJOURN WORKSHOP**
- E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**
- F. 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.
- G. 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 Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

 - [1.](#) Consider and act on minutes from the May 25, 2023, City Council Meeting.
 - [2.](#) Consider and act on minutes from the June 1, 2023, City Council Meeting.
 - [3.](#) Consider and act on minutes from the June 15, 2023, City Council Meeting.
 - [4.](#) Consider and act on the fiscal year 2023-2024 budget for the Corinth Crime Control and Prevention District Annual Budget.
 - [5.](#) Consider and act on the fiscal year 2023-2024 budget for the Corinth Fire Control, Prevention, and Emergency Management District Annual Budget.
 - [6.](#) Consider and act on a contract with Burns McDonald for the engineering design of I-35 Utility Relocations in the amount of \$394,196 and authorize the City Manager to execute any necessary documents.

H. BUSINESS AGENDA

7. Consider and act on the appointment to the Board of Directors for the Upper Trinity Regional Water District.
8. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2022-2023 budget and annual program of services to provide for the expenditure of funds to pay for street maintenance expenditures in the Street Maintenance Sales Tax Fund; and providing an effective date.

I. 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.

J. EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.071 - Legal Advice. (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.

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

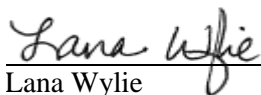
- a. City Manager duties/oversight regarding personnel and department structure.

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

L. ADJOURN

**The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Posted on this 3rd day of July 2023, at 5:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	7/6/2023	Title: Utility Rate Study
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
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

Receive a presentation, hold a discussion, and give staff direction on the cost of service and rate design study for the City’s water and wastewater utility.

Item Summary/Background/Prior Action

To maintain financial sustainability, it is important for municipalities to perform a cost of service and rate design study for the City's water and wastewater utility periodically. The study's intent is to achieve a water and wastewater structure that will assure equitable and adequate revenues for operations, debt service retirement, capital improvements and bond covenant requirements. It also ensures the utility operates on a self-sustaining basis while considering the economic impact on the City's customers.

The City retained Raftelis Financial Consultants, Inc to perform a cost of service and rate design study for the City’s water and wastewater utility. The analysis examined revenue requirements for a five-year period beginning with fiscal year 2023-2024.

Staff Recommendation/Motion

N/A



CITY OF CORINTH Staff Report

Meeting Date:	7/6/2023	Title:	Neighborhood Integrity
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
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

Receive a report, hold a discussion, and give staff direction on current regulations and proposed programs regarding Neighborhood Integrity.

Item Summary/Background/Prior Action

Neighborhood Services relies on several regulatory tools to preserve the integrity of the city’s residential neighborhoods. Staff would like the opportunity to provide a brief overview of the current tools including,

- Unified Development Code
- Property Maintenance Code, and the
- Single Family Rental Registration Program

The primary purpose of the discussion is to introduce a proposed program, being the “Residential Property Enhancement Program.” This endeavor would be a new partnership between the City of Corinth and residential homeowners by providing assistance with the financial burden in maintaining older homes. The program will provide reimbursable grants to residents to assist with exterior home and fence repairs.

The overall health and vitality of neighborhoods are directly related the exterior appearance of the homes and related structures such as privacy fences. Similar programs in the DFW area have proven to reverse the negative impacts of aging homes and assist in enhancing the property values. The program will be a positive message to residents who may lack the physical and/or financial resources to make the repairs and create a sense of “Love Where You Live.”

Staff desires to receive feedback on areas of our current codes that should be strengthened to further protect the values of our neighborhoods and receive feedback regarding the proposed Residential Property Enhancement Program.

Staff Recommendation/Motion

N/A



CITY OF CORINTH Staff Report

Meeting Date:	7/6/2023	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
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Item/Caption

Consider and act on minutes from the May 25, 2023, City Council Meeting.

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 SESSION - MINUTES

Thursday, May 25, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 25th day of May 2023, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

- Scott Campbell, City Manager

CALL TO ORDER

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

WORKSHOP AGENDA

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

The City Council and City Manager discussed goals and objectives for Fiscal Year 2023-2024.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 7:30 P.M.

Approved by the Council on the _____ day of _____ 2023.

Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	7/6/2023	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
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Item/Caption

Consider and act on minutes from the June 1, 2023, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, June 01, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 1st day of June 2023, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Scott Campbell, City Manager
Lana Wylie, City Secretary
Patricia Adams, City Attorney
Glenn Barker, Director of Public Works
Brenton Copeland, Chief Technology Officer
Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the Workshop and Regular Meeting to order at 5:45 P.M.

WORKSHOP AGENDA

1. Receive a presentation regarding roundabouts in Corinth and their function in the metroplex.
The item was presented and discussed.
2. Receive a report, hold a discussion, and give staff direction regarding potential programming to assist with senior property tax relief.

The item was presented and discussed.

ADJOURN WORKSHOP

Mayor Heidemann recessed the Workshop Session at 6:25 P.M. and immediately convened into Regular/Executive Session.

PUBLIC COMMENT:

Ellice Lovelady - 2604 Clark Dr. - The House Bill 2 for the 5% tax limit did not pass the Senate was taken off the table and is not up for further discussion. If you go to Legiscan you can read all these things and there is no Bill pending. Governor Abbott is not in favor of that; he wants to see a different direction for tax reduction. Also, a lot of the things on last month's presentation were based on the assumption that we were going to have an inevitable 5% cap, and because of that, the statistics are skewed in terms of this doom and gloom scenario. Also, it said that we were up to 19% for being of the senior population. In 2018 we were 11.7%. I don't think we jumped up 7%, maybe Robson Ranch did but I don't think Corinth has done it. So again, skewed statistics. And if you look at it the reverse way, if it's 19%, a freeze or even a higher exemption, you have 81% of your population that's paying the full load, reverse that, that's a huge percentage that we're a tiny percentage that's doing that and also, going back to the economic, you all have got to start the rezoning or doing something so we get those tax revenue based business because you're squeezing those of us that are 65 and older to make up the shortfall that should have been done by having better businesses here. They're moving down the road to Hickory Creek. They want that frontage road that's commercially viable, but we keep driving them away. So that's what I'd like to see happen with our city council and I got to tell you, that when I moved here, Corinth was dry and my husband and I went door to door canvassing to get it damp on the menu. And I promise you, oh, and it won by a landslide. And I promise you if it comes down to getting a tax relief on the ballot, I will do the same thing and I promise, you will have the same results. I recommend you be proactive to do what Tina is recommending, at the very least. You saw the report. We're just up to at least a \$40,000 exemption. Really, the other tiny communities have done it, 23 out of the 39 on that list, either tax freezes or much higher exemptions. Thank you.

Joshua Metzger - 2716 Whetstone Dr. - My question was regarding the portion of the tax increase that can be covered by this program and if it would be frozen at this point or with future years, so all future tax increases would be covered by this program? Or would they have to pay the increase from a prior year, in the later years, so that if that were the case it doesn't sound like there would be any benefit to it.

Michael (Mick) Owens - 2603 Breezehollow Way - First of all, no offense folks, but looking around the table at some of you all and guesstimating how old close in age you all are, several of you are clueless as to some of the needs of seniors in Corinth, Texas. This lady down here made excellent points. I can see your donation plan and everything else, leading to future lawsuits because of how you were discriminated against certain members of a class. For example, those who are not able to volunteer physically. You left out I don't know why you all haven't talked about that, that is obvious to everybody or should be. I think the only reasonable explanation should be for some kind of exemption or a freeze like other cities do. If you can't figure out how to do a freeze or exemption for 11%, 15% or 19% of the people 65 or older then you need to look at putting the city fixed income and staying within the fixed income budget for your future plans and so forth. The roundabout thing, you kind of laughed it off about well, we didn't do our plan right or we had this contractor do it and it wasn't (inaudible). How much did it cost, how much did we lose? Who knows? How much was really actually lost to the situation with that. It's not a laughing matter. That's my opinion.

Don Glockel - 2101 Lake Sharon Dr. - I echo some of the same concerns this gentleman just talked about. I could do all those things that you're suggesting but my neighbor, who may not even be able to drive to this location to volunteer, or do the work after they got here, or mentally could do it, unless you go back to the donation thing. It's a charity-based design and for a work program for people over 65 that can work. I don't think that's what the exemption is all about. I think you're going in the wrong direction. I would volunteer for that program, but you probably don't want me on it. The other one, I agree with the roundabout. I live on that road. I've been watching it and some of the questions that were asked tonight, I'm surprised the Council is just now asking it because the thing is completed. So, we're going to have to live with it, I guess. The gentleman who made the presentation made a statement, said that if we get 18,000 cars per hour excuse me, 1,800 per hour, we're probably going to have to look at something else and then in the next statement, he said, but we can't expand it because of the pond. So we got to look at something of how to expand it once we get the traffic flow to this point, but the next comment was we can't do that. So that kind of baffled me a little bit. The roundabout worries me. I have a fairly large vehicle and I can make the roundabout with no traffic at 24 miles per hour. That's the fastest I can make it safely. My vehicle is almost the same length as where the cars were going to be sitting trying to get from one side of the roundabout to the other side. It bothers me. I hope I'm wrong, but I see that being a traffic problem, not a fix. Roundabouts in some places work. That seems to be pretty small with a short radius. And the other one, somebody said something about trucks.

I live on that road. You'd be surprised how many tractor-trailers go on that road hauling equipment. For one thing, to these job sites, delivery semis and trucks that you wouldn't think would be on that road up and down. And you don't see a lot of them now because you have a sign that says no truck traffic. So, if you're out there now, trying to observe truck traffic, sure you're not going to see much; wait until that sign comes up. Thank you.

Mayor Heidemann convened into Executive Session at 6:50 P.M.

D. EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.072 - Real Estate. 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. Real property south of the intersection of Cliff Oaks Drive and Tower Ridge Drive.

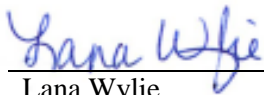
E. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

Mayor Heidemann recessed the Executive Session at 7:05 P.M. and reconvened into the Regular Session Meeting.

F. ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 7:05 P.M.

Approved by the Council on the _____ day of _____ 2023.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	7/6/2023	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
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	

Item/Caption

Consider and act on minutes from the June 15, 2023, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, June 15, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

[View Meeting via Audio/Video:](#)

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 15th day of June 2023, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Council Members Absent:

Bill Heidemann, Mayor

Staff Members Present:

Scott Campbell, City Manager
Lana Wylie, City Secretary
Marie Johnson, City Attorney
Glenn Barker, Director of Public Works
John Webb, Director of Development Services
Michelle Mixell, Planning Manager
Brenton Copeland, Chief Technology Officer
Justin Horrер, Technology Services Specialist
Lance Stacy, City Marshal

CALL TO ORDER

Mayor Pro Tem Burke called the Workshop meeting to order at 5:45 P.M.

WORKSHOP AGENDA

1. Receive a report, hold a discussion, and give staff direction on proposed amendments to the Unified Development Code.

The item was presented and discussed.

2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

No items for the Regular Session Meeting were discussed.

ADJOURN WORKSHOP

Mayor Pro Tem Burke adjourned the Workshop Session at 5:57 P.M. and immediately convened into Executive Session.

EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.071 - Legal Advice. (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.

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

a. City Manager duties/oversight regarding personnel and department structure.

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

a. Project Agora.

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

Mayor Pro Tem Burke recessed the Executive Session at 6:40 P.M.

No action was taken.

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

Mayor Pro Tem Burke called the Regular Session Meeting to order at 6:45 P.M.

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.

Diane Beck - 2421 Mercedes Road, Denton
Trey Phillips - 2209 Wagon Wheel Trail

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

1. Consider and act on minutes from the May 16, 2023, City Council Meeting.
2. Consider and act on minutes from the May 18, 2023, City Council Meeting.
3. Consider approval of an amendment to the Pavlov Media Hut Lease Agreement to provide for a detailed lease exhibit and dimensions.
4. Consider and act on an agreement with CI Pavement for asphalt street repairs on Tower Ridge and Garrison, utilizing the TIPS Contract, in an amount not to exceed \$150,744.62 and authorize the City Manager to execute the necessary documents.

Motion made by Council Member Henderson to approve the Consent Agenda as presented. Seconded by Council Member Garber.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

PUBLIC HEARING

5. Conduct a Public Hearing to consider testimony and act on an ordinance on a rezoning request by the Applicant, AN Moore Consulting, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family to a Planned Development with a base zoning district of MF-3 Multi-Family Residential for a 55+ Age-restricted Active Adult Community on approximately ±6.5 acres generally located southwest of the intersection of Corinth Parkway and Shady Rest Lane. (Case No. ZAPD23-0001 – Album Corinth)

Mayor Pro Tem Burke opened the Public Hearing at 6:57 P.M. The item was presented by John Webb, Director of Development Services and the developer.

No comments were made.

Mayor Pro Tem Burke closed the Public Hearing at 7:13 P.M.

Motion made by Council Member Garber to approve Ordinance No. 23-06-15-21 amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family to a Planned Development with a base zoning district of MF-3 Multi-Family Residential for a 55+ Age-restricted Active Adult Community on approximately ±6.5 acres generally located southwest of the intersection of Corinth Parkway and Shady Rest Lane. Seconded by Council Member Henderson.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

6. Conduct a Public Hearing to consider testimony and act on a rezoning request by the City of Corinth to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by expanding the boundary of PD-61 to encompass Lots 1 and 2R of the Lake Vista Business Park Subdivision, currently zoned MX-C Mixed-Use Commercial, specifically to allow the Permitted Uses and Use Regulations enumerated by PD-61 on approximately ±3.1 acres generally located on the north side of Lake Sharon Drive (formerly Dobbs Road), between I-35E and Mayfield Circle. (Case No. ZAPD23-0002 – PD-61 Boundary Amendment)

Mayor Pro Tem Burke opened the Public Hearing at 7:15 P.M. The item was presented by John Webb, Director of Development Services.

No comments were made.

Mayor Pro Tem Burke closed the Public Hearing at 7:17 P.M.

Motion made by Council Member Henderson to approve Case No. ZAPD23-0002 – PD-61 Boundary Amendment as presented, and direct Staff to prepare an Ordinance for action at a future City Council meeting. Seconded by Council Member Pickens.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

BUSINESS AGENDA

- 7. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2022-2023 budget and annual program of services to provide for the expenditure of funds to pay for the addition of two full-time positions in the general fund; and providing an effective date.

Motion made by Council Member Garber to approve as presented. Seconded by Council Member Pickens.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

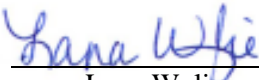
The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member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

Scott Garber

ADJOURN

Mayor Pro Tem Burke adjourned the Regular Session Meeting at 7:21 P.M.

Approved by the Council on the _____ day of _____ 2023.



 Lana Wylie
 City Secretary
 City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	7/6/2023	Title:	Crime Control District Budget
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
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		

Item/Caption

Consider and act on the fiscal year 2023-2024 budget for the Corinth Crime Control and Prevention District Annual Budget.

Item Summary/Background/Prior Action

The Board of the City of Corinth Crime Control & Prevention District held a public hearing on the Fiscal Year 2023-2024 Crime Control & Prevention District Budget, on Thursday, July 6, 2023, at 5:30 p.m. in the City Council Chambers at City Hall, located at 3300 Corinth Parkway, Corinth Texas 76208. The meeting was held for the purpose of receiving community input on the Crime Control & Prevention District Budget. The notice for the public hearing was published on Wednesday, June 28, 2023, in the Denton Record Chronicle.

Budgeted expenditures total \$867,885 and include \$299,286 for Enterprise vehicle lease payments for patrol vehicles, \$127,000 for aftermarket patrol vehicle equipment through the Enterprise Lease program, ongoing maintenance and video storage contract for fleet and body cameras \$117,343, K-9 Unit expenses \$5,000, Denton County Dispatch and maintenance \$138,750, and new program funding of \$180,506 for the following:

- Motorcycle Traffic Unit Equipment - \$87,600
- Bicycle Patrol - \$15,000
- Pistol/Holster Replacements - \$28,900
- Automatic License Plate Readers - \$12,400
- SWAT (Regional Team) Equipment - \$27,300
- Interview Room Cameras - \$9,306

Financial Impact

The budget projects the sales tax revenue will generate \$544,877. The ending fund balance is estimated at \$359,570 for the 2023-2024 fiscal year.

Applicable Policy/Ordinance

The Texas Local Government Code Sections 363.204 and 363.205 prescribe procedures for adoption of the crime control budget. Texas Local Government Code 363.204(f) permits the Board to develop and adopt procedures for adopting a budget different from the procedures as outlined in the statute. In 2009, the Board adopted an order establishing the following procedures.

- a) Board shall hold a public hearing on the proposed budget for the District. Any resident of the district is entitled to be present and participate in the hearing.
- b) Board shall publish a notice of the public hearing in a newspaper with general circulation in the district not later than the fifth (5th) day before the date of the hearing.
- c) The proposed budget shall be made available in the Office of the City Secretary for public inspection at least five (5) days prior to the public hearing
- d) After the public hearing, the Board may make any changes in the proposed budget that in its judgment, is in the interest of the taxpayers of the District. The Board may adopt the budget immediately following the public hearing or at any time within ten (10) days following the public hearing.
- e) The Secretary of the Board shall submit the adopted budget to the City Council of the City of Corinth not later than the 10th day after the date the budget is adopted.

Staff Recommendation/Motion

Staff recommends approval of the FY 2023-2024 Crime Control and Prevention Annual Budget

CRIME CONTROL & PREVENTION (2203)

SALES TAX FUND

DESCRIPTION

The Corinth Police Department is committed to excellence in service through innovative and progressive policing methods. We value the trust of our citizens and are committed to carrying out our duties with honor, integrity and pride. Through partnerships and collaborative efforts, we will strive to enhance the safety and security in our community.

RESOURCE SUMMARY	2021-22 ACTUALS	2022-23 BUDGET	2022-23 ESTIMATE	2023-24 PROPOSED
Sales Tax	\$ 494,594	\$ 495,343	\$ 520,110	\$ 544,877
Grant Revenue	5,000	-	-	-
Interest Income	4,406	2,264	4,500	5,000
Miscellaneous	-	-	-	-
Gain on Sales	-	-	-	-
Transfers	-	-	-	-
TOTAL REVENUES	\$ 504,000	\$ 497,607	\$ 524,610	\$ 549,877
Use of Fund Balance	-	149,073	122,070	318,008
TOTAL RESOURCES	\$ 504,000	\$ 646,680	\$ 646,680	\$ 867,885

EXPENDITURE SUMMARY	2021-22 ACTUALS	2022-23 BUDGET	2022-23 ESTIMATE	2023-24 PROPOSED
Wages & Benefits	\$ 193,913	\$ -	\$ -	\$ -
Professional Fees	-	229,150	229,150	265,399
Maintenance & Operations	107	9,122	9,122	-
Supplies	9,700	18,500	18,500	31,000
Utilities	-	-	-	-
Technology	-	-	-	-
Vehicle & Fuel	-	15,343	9,500	-
Training	-	-	-	-
Capital Outlay	45,829	107,657	113,500	272,200
Capital Lease	226,844	266,908	266,908	299,286
Transfers	-	-	-	-
TOTAL EXPENDITURES	\$ 476,393	\$ 646,680	\$ 646,680	\$ 867,885

PROJECTED FUND BALANCE REVIEW	2021-22 ACTUALS	2022-23 BUDGET	2022-23 ESTIMATE	2023-24 PROPOSED
Beginning Fund Balance	\$ 772,041	\$ 799,648	\$ 799,648	\$ 677,578
Net Income	27,607	(149,073)	(122,070)	(318,008)
ENDING FUND BALANCE	799,648	\$ 650,575	\$ 677,578	\$ 359,570

PERSONNEL Full-Time Equivalents	2021-22 ACTUALS	2022-23 BUDGET	2022-23 ESTIMATE	2023-24 PROPOSED
Sworn/Public Safety	2.00	-	-	-
TOTAL	2.00	-	-	-

NEW PROGRAM FUNDING

Motorcycle Traffic Unit \$87,600; Bicycle Patrol \$15,000; Pistol/Holster Replacements \$28,900
Automatic License Plate Readers \$12,400; SWAT (Regional Team) Equipment \$27,300
Interview Room Cameras \$9306



CITY OF CORINTH
Staff Report

Meeting Date:	7/6/2023	Title:	Fire District Budget
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
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		

Item/Caption

Consider and act on the fiscal year 2023-2024 budget for the Corinth Fire Control, Prevention, and Emergency Management District Annual Budget.

Item Summary/Background/Prior Action

The Board for the City of Corinth Fire Control, Prevention & EMS District held a public hearing on the Fiscal Year 2023-2024 Fire Control, Prevention & EMS District Budget, on Thursday, July 6, 2023 at 5:30 p.m. in the City Council Chambers at City Hall, located at 3300 Corinth Parkway, Corinth Texas 76208. The meeting was held for the purpose of receiving community input on the Fire Control, Prevention & EMS District Budget.

In 2020, the Fire Control, Prevention, and Emergency Management Sales Tax District was created under Local Government Code Chapter 344. The district was created to support all costs of fire control, prevention, and emergency services, including costs for personnel, administration, expansion, enhancement, and capital expenditures.

The budget includes new program funding of \$211,424 for the following:

- Tiller Apparatus Equipment - \$100,000
- Tiller Apparatus Training - \$25,000
- Ambulance Loader - \$39,967
- SCBA Testing Machine - \$8,570
- New Hire Uniforms - \$11,042
- New Hire Bunker Gear \$26,845

Financial Impact

The budget projects the sales tax revenue will generate \$593,270. The ending fund balance is estimated at \$75,660 for the 2023-2024 fiscal year.

Applicable Policy/Ordinance

The Texas Local Government Code Sections 344.204 prescribe procedures for adoption of the Fire Control, Prevention & EMS District. The board by rule may adopt alternative procedures for adopting a budget that differ from the procedures outlined in this subchapter. The board must hold at least one public hearing related to the alternative procedures before their adoption.

In July 2021, the Board adopted an order requiring a public hearing on the proposed budget for the District, providing that any resident of the district be entitled to be present and participate in the hearing, and require that a notice of the public hearing be published in a newspaper with general circulation in the district not later than the fifth (5th) day before the date of the hearing. The notice was published on Wednesday, June 28, 2023 in the Denton Record Chronicle

Staff Recommendation/Motion

Staff recommends approval of the FY 2023-2024 Fire Control, Prevention, and Emergency Management District Annual Budget.

FIRE CONTROL, PREVENTION & EMS DISTRICT (133)

SALES TAX FUND

DESCRIPTION

In 2019, the City enacted special legislation providing authorization to create a Fire Control, Prevention, and Emergency Management Sales Tax District under Local Government Code Chapter 344. The creation of the Fire District Fund was approved by the voters in a Special Election on November 3, 2020, for the purpose of adopting a .25% local sales and use tax for Fire services. The district supports all costs of fire control, prevention, and emergency services, including costs for personnel, administration, expansion, enhancement, and capital expenditures.

RESOURCE SUMMARY	2021-22 ACTUALS	2022-23 BUDGET	2022-23 ESTIMATE	2023-24 PROPOSED
Sales Tax	\$ 469,797	\$ 539,337	\$ 555,517	\$ 593,270
Interest Income	1,130	1,000	4,500	4,800
Miscellaneous	-	-	-	-
Transfers	-	-	-	-
TOTAL REVENUES	\$ 470,927	\$ 540,337	\$ 560,017	\$ 598,070
Use of Fund Balance	-	19,186	-	214,722
TOTAL RESOURCES	\$ 470,927	\$ 559,523	\$ 560,017	\$ 812,792

EXPENDITURE SUMMARY	2021-22 ACTUALS	2022-23 BUDGET	2022-23 ESTIMATE	2023-24 PROPOSED
Wages & Benefits	\$ -	\$ -	\$ -	\$ -
Professional Fees	20,235	65,409	65,409	76,400
Maintenance & Operations	90,367	91,520	91,077	97,001
Supplies	193,806	273,023	273,023	331,346
Utilities	-	-	-	-
Technology	-	-	-	-
Vehicle & Fuel	3,441	42,656	42,656	48,278
Training	24,110	29,915	30,358	54,800
Capital Outlay	-	27,000	27,000	174,967
Capital Lease	-	-	-	-
Transfers	30,000	30,000	30,000	30,000
TOTAL EXPENDITURES	\$ 361,959	\$ 559,523	\$ 559,523	\$ 812,792

PROJECTED FUND BALANCE REVIEW	2021-22 ACTUALS	2022-23 BUDGET	2022-23 ESTIMATE	2023-24 PROPOSED
Beginning Fund Balance	\$ 180,920	\$ 289,888	\$ 289,888	\$ 290,382
Net Income	108,968	-	494	(214,722)
ENDING FUND BALANCE	289,888	\$ 289,888	\$ 290,382	\$ 75,660

NEW PROGRAM FUNDING

Tiller Apparatus Equipment \$100,000; Tiller Apparatus Training \$25,000; Ambulance Loader \$39,967
SCBA Testing Machine \$8,570; New Hire Uniforms \$11,042; New Hire Bunker Gear \$26,845



CITY OF CORINTH
Staff Report

Meeting Date:	7/6/2023	Title:	Contract I35 Utility Relocation Engineering Services
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.		

Item/Caption

Consider and act on a contract with Burns McDonald for the engineering design of I-35 Utility Relocations in the amount of \$394,196 and authorize the City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

As a result of the planned widening of IH35 by TxDOT from Riverview Drive to Corinth Parkway in Corinth, Texas, public utilities will be required to relocate to edge of proposed right-of-way inside the TxDOT right-of-way. The estimated quantities for relocation are as follows: 5,500 linear feet of 12-inch PVC waterline, 650 linear feet of 6-inch PVC wastewater line crossing the right-of-way, 450 linear feet of 8-inch ductile iron waterline crossing the right-of-way, and 450 linear feet of 20-inch waterline crossing the right-of-way. Burns & McDonnell will prepare plans and specifications for the above listed relocations.

Financial Impact

Project was budgeted using the 2023 bond funds. The project is 100% reimbursable after completion.

Staff Recommendation/Motion

Staff recommends to approval as presented.

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

This agreement (“Agreement”) is made by and between the City of Corinth, Texas, a home-rule municipal corporation (“City”) and Burns & McDonnell Engineering Company, Inc., a Missouri corporation (“Consultant”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit “A”** (the “Scope of Services” or “Services”) to assist the City with the following project: **I-35E Corinth Utility Relocation Project** (the “Project”) on the terms and conditions set forth in this Agreement; and

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

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

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

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

Article I
Incorporation of Recitals/Agreement Documents/Term

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

1.2 Agreement. This Agreement shall be comprised of the following documents: (1) this Agreement; (2) **Exhibit “A”**, “Scope of Services and Fee Schedule”; (3) **Exhibit “B”**, “Project Schedule” and (4) “City’s Insurance Requirements” a copy of which is attached hereto and incorporated herein as **Exhibit “C”** hereto. In the event of a conflict between one or more of the terms and provisions contained within the foregoing documents, in order to resolve any such conflict, priority of interpretation shall be given in the order that those documents are listed in this section.

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

Article II
Scope of Service

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license, including but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants. If Consultant fails to meet the foregoing standards, Consultant will perform at its own cost, the professional services necessary to correct errors and omissions reported to Consulting in writing with the applicable statute of limitations period.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any. Consultant may rely on this information as complete and accurate without independent verification.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the Services performed hereunder. Preliminary cost estimates, schedules, forecasts and projections for the construction project are subject to market conditions, and Consultant cannot guarantee that the selected contractor(s) will complete the construction project in accordance with such preliminary cost estimates or schedules provided by Consultant.

2.4 All information, documents, records and reports developed as a result of the Services provided to City under this Agreement shall be the property of the City (hereinafter “Documents”). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. All Documents are instruments of service in respect of the Project specified herein, and the City as owner of those Documents shall be entitled to a nonexclusive license to use those Documents. They are not intended or represented to be suitable for reuse by the City or others in extensions of the Project beyond that now contemplated or on any other project. Any reuse, extension, or completion by the City or

others without written verification, adaptation, and permission by Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to Consultant. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

2.5 Project site visits by Consultant during investigation, observation, construction or equipment installation, shall not make Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

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

The Consultant agrees to complete the required Services and submit all work required by the City in accordance with the Project Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit “B”**, and as outlined in the Scope of Services within 519 consecutive calendar days, exclusive of any review time by City, from the date of written Notice to Proceed from City to Consultant. The Parties hereto agree and understand that time is of the essence and that failure to timely perform obligations as required under this Agreement will result in damages to the other Party.

**Article IV
Compensation and Method of Payment**

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

pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

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

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

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

Article V
Devotion of Time; Personnel; and Equipment

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

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

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

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

**Article VI
Miscellaneous**

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

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

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

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

execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

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

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained by the City as necessary for Consultant to perform the Services in accordance with the Scope of Services.

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

If intended for City:

Attn: Scott Campbell, City Manager
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: 940.498.3200

Email: scott.campbell@cityofcorinth.com

If intended for Consultant:

Attn: Patrick Worley
13737 Noel Road, Galleria North Tower, Suite 700
Dallas, TX 75240
Telephone: 601-927-1738

Email: pmworley@burnsmcd.com

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

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of any violations of this section by subcontractors to the contract.

- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

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

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

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

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

THE CONSULTANT’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT.

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

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

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits. Notwithstanding the foregoing, in no event shall City be entitled to audit the composition of any agreed upon fixed rates or percentage multipliers set forth in this Agreement, nor shall it be entitled to audit any rates, charges, costs, hours worked or expenses related to Services performed on a lump sum or fixed price basis.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure within ten (10) days of such written notice, or if cure within such ten (10) day period is not reasonably possible, within ten (10) days after the date of such written notice, Consultant shall not commence and diligently pursue to cure, any such default based upon a schedule approved by City, to terminate this Agreement on the eleventh (11th) day following the date of City's written notice of default or upon the lapse of one (1) day after the date provided in the City approved schedule. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

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

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.17 or Section 6.18, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. If Consultant has not met one or more percentage benchmarks as identified in **Exhibit "B", "Project Schedule"**, Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "A", "Scope of Services and Fee Schedule"** Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant's nonperformance under this Agreement, the cost to City to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. City's remedies for Consultant's default or breach under this Agreement shall include monetary damages as allowed by law, re-performance of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement.

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

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

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

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

6.24 **LIABILITY LIMITATIONS. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES OR LOSSES IN THE NATURE OF INCREASED PROJECT COSTS, LOSS OF REVENUE OR PROFIT, LOST PRODUCTION, CLAIMS BY CUSTOMERS OF THE CITY, AND/OR GOVERNMENTAL FINES OR PENALTIES. CONSULTANT'S AGGREGATE LIABILITY FOR ALL DAMAGES CONNECTED WITH ITS SERVICES FOR THE PROJECT NOT EXCLUDED BY THE PRECEDING SENTENCE WILL NOT EXCEED TWO TIMES THE COMPENSATION RECEIVED BY**

CONSULTANT FOR THE SERVICES. THESE MUTUALLY NEGOTIATED LIMITATIONS APPLY WHETHER LIABILITY OF CONSULTANT IS BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2023.

CITY OF CORINTH, TEXAS

By: _____
Scott Campbell, City Manager

Attest:

By: _____
Lana Wylie, City Secretary

Approved As To Form:

By: _____
Patricia A. Adams, City Attorney

EXECUTED this _____ day of _____, 2023.

CONSULTANT

(NAME OF CONSULTANT)

By: _____

Name: _____

Title: _____

**ACKNOWLEDGMENTS
CONSULTANT**

STATE OF TEXAS)
)
COUNTY OF _____)

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

Notary Public, State of Texas

CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

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

Notary Public, State of Texas

EXHIBIT "A"
SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT A

SCOPE OF PROFESSIONAL ENGINEERING SERVICES

I-35E CORINTH UTILITY RELOCATION PROJECT

SCOPE OF SERVICES

As a result of the planned widening of IH35 by TxDOT from Riverview Drive to Corinth Parkway in Corinth, Texas, public utilities will be required to relocate to edge of proposed right-of-way inside the TxDOT right-of-way. The estimated quantities for relocation are as follows: 5,500 linear feet of 12-inch PVC waterline, 650 linear feet of 6-inch PVC wastewater line crossing the right-of-way, 450 linear feet of 8-inch ductile iron waterline crossing the right-of-way, and 450 linear feet of 20-inch waterline crossing the right-of-way. Burns & McDonnell will prepare plans and specifications for the above listed relocations.

For purposes of this Scope of Services, City of Corinth, Texas is hereafter referred to as the OWNER and Burns & McDonnell Engineering Company, Inc. is hereafter referred to as the ENGINEER.

TASK 1 - PROJECT MANAGEMENT

This task includes project management and administration activities as required to execute this project, including:

Project Management

Our project manager will manage the project including the following:

- Allocate resources as necessary to complete the project.
- Prepare and submit a monthly invoice and progress report. Each invoice shall include the authorization number, hours spent previous month, and extended totals. The progress reports shall include an updated schedule, summary of work completed, outstanding project issues, and potential scope adjustments (PSA).

Quality Control / Quality Assurance

Quality Control and Quality Assurance will be maintained through the ENGINEER “Q-Review” process which includes the following:

- Document and Design Checking of all documents by authors and team members
- Document and Design Review of all documents by an independent peer reviewer
- Quality objectives will be documented and reviewed by the project manager on a regular basis

TASK 2 – 60% PLANS AND SPECIFICATIONS

- Estimated deliverable 3 months after Notice to Proceed.

- Prepare 60% plan set to City of Corinth standards. Estimated 16 plan sheets included cover sheet, general notes, 11 plan and profile drawings, overall sheet, and 2 standard details sheets.
- Prepare draft specifications package for relocation of utilities following TxDOT specifications.
- Submit plans and draft specifications to Owner for review.
- Attend monthly virtual progress meetings.
- Plans to follow City of Corinth Standards

TASK 3 – 100% PLANS AND SPECIFICATIONS

- Estimated deliverable 2 months after receipt of comments on Task 2 submittal.
- Assumed 1 redesign of alignment for 1 utility from 60% plan due to ongoing TxDOT utility relocation progress meetings.
- Prepare 100% plan set to City of Corinth standards. Plans to be signed and sealed by licensed professional engineer in the state of Texas.
- Prepare 100% specifications package following TxDOT specifications. Specifications to be signed and sealed by licensed professional engineer in the state of Texas.
- Prepare Opinion of Probable Construction Cost (OPCC) following Class 1 guidelines per AACE standards.
- Assist Owner in Bid Phase services by responding to questions posed by prospective bidders. Assumed 10 questions and 1 Addendum.
- Attend & Conduct in-person pre-bid conference.

TASK 4 – PERMITTING AND TXDOT UTILITY AGREEMENT PACKAGE

- Estimated permit and agreement package 1 month after completion of Task 3 deliverable
- Submit plans and specifications to City of Corinth for permit review, along with required permitting forms. Prepare comment response.
- Prepare and submit TxDOT Utility Agreement Package. Respond to comments and prepare 1 resubmittal for final agreement.

TASK 5 – SERVICES DURING CONSTRUCTION

- Estimated construction schedule of 12 months.
- Attend monthly progress meetings. PM to call in and Staff Engineer to attend in person meetings.
- Review and respond to RFI's (assumed 5 RFI's).
- Review and respond to submittals (assumed 10 submittals with 50% resubmittal rate).

TASK 6 – TXDOT REIMBURSEMENT PROCESS

- Prepare TxDOT reimbursement package and submit to TxDOT. Estimated 3 submittals to TxDOT (one at conclusion of design, one at 50% construction, final at completion of construction).
- Includes exhibit preparation as required by TxDOT.

SUBCONSULTANT TASKS

- Survey of project area including existing utilities.
- Subsurface utility exploration, including existing crossings.

ASSUMPTIONS/CLARIFICATIONS

- The project schedule is predicated on timely provision of data, access to facilities, as well as the availability of stakeholders and other Owner/Engineer resources. Project schedule included.
- Deliverables defined in the Scope of Services will be based on information provided by Owner to Engineer. Engineer does not assume any responsibility for the accuracy or completeness of data and/or documents prepared by others, or for defects, omissions, departures from contractual requirements, or breach of performance of others. Consultant's services are not intended to, and cannot, eliminate all risk or guarantee an efficient or best value program and/or project.
- Utility relocations limited to those listed in the scope of services.

ADDITIONAL SERVICES

The following services are not included in this scope and could be authorized as Additional Services by mutual agreement.

- Geotechnical investigations
- Environmental site assessments
- Easement or right-of-way selection, preparation, appraisals, negotiation, or acquisition work.
- Preparation of application materials and supporting documentation to regulatory agencies on behalf of the Owner (other than those referenced above – TxDOT and City of Corinth permitting)

RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

1. Provide full information as to OWNER's requirements for the Project.
2. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment, including previous geotechnical reports and any other data relative thereto.
3. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.

4. Examine all studies, reports, sketches, cost opinions, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
5. Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
6. Designate in writing a person to act as OWNER’s representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER’s policies and decisions with respect to materials, equipment, elements and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.
7. Obtain required easements and rights-of-way including obtaining title reports and property appraisals with engineering assistance provided by the ENGINEER.
8. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.
9. Payments for review of permits, drawings, and specifications by governmental agencies.
10. Payments for special consultants requested by the OWNER.
11. Provide historical drawings in CAD or PDF format.
12. Coordinate bid advertisement, posting, opening, and construction administration.
13. Provide construction documentation as required for submittal to TxDOT for reimbursement. Documentation includes but is not limited to mill certificates, invoices to sub-contractors, etc.

END OF SCOPE NARRATIVE

FEE SUMMARY

The following fee summary represents the proposed cost and expenses as outlined in the scope above. The compensation method is anticipated to be Time and Materials, not to exceed the target price shown below without prior written authorization per contract. As provided for by Section 4.2 of the contract, expenses shown below relate to travel, copying, and technology charges and are reimbursable. Following the fee summary is a description of our 2023 labor rates.

Task	Activity	Labor Hours	Labor Cost	Expenses	Totals
1	Project Management and QA/QC	106	\$30,819	\$1,055	\$31,874
2	60% Plans and Specifications	509	\$100,811	\$5,065	\$105,876
3	100% Plans and Specifications	325	\$69,736	\$5,234	\$74,970
4	Permitting and TxDOT Utility Agreement Package	54	\$11,253	\$1,537	\$12,790
5	Services During Construction	88	\$19,148	\$876	\$20,024
6	TxDOT Reimbursement Process	114	\$23,946	\$2,134	\$26,080
	Survey with 10% Markup			\$27,976	\$27,976
	SUE with 10% Markup			\$94,606	\$94,606
	Total:	1,196	\$255,713	\$137,956	\$394,196

Schedule of Hourly Professional Billing Rates for Time & Materials Compensation

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$78.00
Technician *	6	\$98.00
Assistant *	7	\$118.00
	8	\$162.00
	9	\$194.00
Staff *	10	\$223.00
	11	\$244.00
Senior	12	\$274.00
	13	\$300.00
Associate	14	\$308.00
	15	\$310.00
	16	\$312.00
	17	\$316.00

NOTES:

1. Position classifications listed above refer to the firm’s internal classification system for employee compensation. For example, “Associate”, “Senior”, etc., refer to such positions as “Associate Engineer”, “Senior Architect”, etc.
2. For any non-exempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell a parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

6. The rates shown above are effective for services through December 31, 2023 and are subject to revision thereafter.

EXHIBIT "B"
PROJECT SCHEDULE

City of Corinth
Preliminary Design & Construction Phase Services Schedule
as of 01 June 2023



ID	Task Name	Duration	Start	Finish	Total Slack	Responsibility	2024												2025																	
							May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun				
1	Corinth IH35 Utilities Relocation	519 days	Fri 6/30/23	Wed 6/25/25	0 days		[Timeline bar from 6/30/23 to 6/25/25]																													
2	Key Milestone	519 days	Fri 6/30/23	Wed 6/25/25	0 days		[Timeline bar from 6/30/23 to 6/25/25]																													
3	Contract Approved By City Council	0 days	Fri 6/30/23	Fri 6/30/23	0 days	City of Corinth	[Milestone diamond at 6/30/23]																													
4	Issue Notice to Proceed	0 days	Wed 7/5/23	Wed 7/5/23	0 days	City of Corinth	[Milestone diamond at 7/5/23]																													
5	Design Complete	0 days	Wed 1/10/24	Wed 1/10/24	380 days	BMcD	[Milestone diamond at 1/10/24]																													
6	Permits Received	0 days	Wed 2/7/24	Wed 2/7/24	360 days	TXDOT	[Milestone diamond at 2/7/24]																													
7	Construction Start	0 days	Thu 5/23/24	Thu 5/23/24	285 days	Others	[Milestone diamond at 5/23/24]																													
8	Construction Finish	0 days	Wed 5/28/25	Wed 5/28/25	20 days	Others	[Milestone diamond at 5/28/25]																													
9	Final TXDOT Reimbursement prepared by BMcD	0 days	Wed 6/25/25	Wed 6/25/25	0 days	BMcD	[Milestone diamond at 6/25/25]																													
10	Task 1 - Survey	20 days	Thu 7/6/23	Wed 8/2/23	0 days		[Task bar from 7/6/23 to 8/2/23]																													
11	Field Work and CAD Deliverables	20 days	Thu 7/6/23	Wed 8/2/23	0 days	BMcD	[Task bar from 7/6/23 to 8/2/23]																													
12	Task 2 - 60% Plans and Specifications	70 days	Thu 8/3/23	Wed 11/8/23	0 days		[Task bar from 8/3/23 to 11/8/23]																													
13	60% Drawings - Prepare & Submit	60 days	Thu 8/3/23	Wed 10/25/23	0 days	BMcD	[Task bar from 8/3/23 to 10/25/23]																													
14	60% Specifications - Prepare & Submit	40 days	Thu 8/31/23	Wed 10/25/23	0 days	BMcD	[Task bar from 8/31/23 to 10/25/23]																													
15	City Review	10 days	Thu 10/26/23	Wed 11/8/23	0 days	City of Corinth	[Task bar from 10/26/23 to 11/8/23]																													
16	Task 3 - 100% Plans and Specifications	150 days	Thu 10/26/23	Wed 5/22/24	0 days		[Task bar from 10/26/23 to 5/22/24]																													
17	100% Drawings - Issue for Bid (IFB) - Prepare & Submit	30 days	Thu 11/9/23	Wed 12/20/23	0 days	BMcD	[Task bar from 11/9/23 to 12/20/23]																													
18	100% Specifications - Issue for Bid (IFB) - Prepare & Submit	15 days	Thu 11/30/23	Wed 12/20/23	30 days	BMcD	[Task bar from 11/30/23 to 12/20/23]																													
19	City Review of IFB Dwgs & Specs	10 days	Thu 12/21/23	Wed 1/3/24	30 days	City of Corinth	[Task bar from 12/21/23 to 1/3/24]																													
20	BMcD Incorporate City Comments & Submit to City	5 days	Thu 1/4/24	Wed 1/10/24	30 days	BMcD	[Task bar from 1/4/24 to 1/10/24]																													
21	BMcD prepare & submit TxDOT Reimbursement Package 1 to City	25 days	Thu 1/4/24	Wed 2/7/24	350 days	BMcD	[Task bar from 1/4/24 to 2/7/24]																													
22	City to Review TxDOT Reimbursement Package 1	10 days	Thu 2/8/24	Wed 2/21/24	350 days	City of Corinth	[Task bar from 2/8/24 to 2/21/24]																													
23	BMcD submit TxDOT Reimbursement Package 1 to TXDOT	0 days	Wed 2/21/24	Wed 2/21/24	350 days	BMcD	[Milestone diamond at 2/21/24]																													
24	BMcD Prepare & submit Opinion of Probable Construction Cost	40 days	Thu 10/26/23	Wed 12/20/23	0 days	BMcD	[Task bar from 10/26/23 to 12/20/23]																													
25	Issue for Bid by City	0 days	Wed 2/21/24	Wed 2/21/24	0 days	City of Corinth	[Milestone diamond at 2/21/24]																													
26	Bidding Duration	20 days	Thu 2/22/24	Wed 3/20/24	0 days	City of Corinth	[Task bar from 2/22/24 to 3/20/24]																													
27	Pre-Bid Conference	0 days	Fri 3/1/24	Fri 3/1/24	343 days	City of Corinth	[Milestone diamond at 3/1/24]																													
28	Bid Closing	0 days	Wed 3/20/24	Wed 3/20/24	0 days	City of Corinth	[Milestone diamond at 3/20/24]																													
29	BMcD Technical Review/Recommend Bidder	5 days	Thu 3/21/24	Wed 3/27/24	0 days	BMcD	[Task bar from 3/21/24 to 3/27/24]																													
30	City Contracts with Selected Bidder	40 days	Thu 3/28/24	Wed 5/22/24	0 days	City of Corinth	[Task bar from 3/28/24 to 5/22/24]																													
31	Task 4 - Permitting and TxDOT Utility Agreement	55 days	Thu 11/23/23	Wed 2/7/24	0 days		[Task bar from 11/23/23 to 2/7/24]																													
32	Permits - BMcD Prepare and Submit TxDOT Utility Agreement	20 days	Thu 11/23/23	Wed 12/20/23	0 days	BMcD	[Task bar from 11/23/23 to 12/20/23]																													
33	Permits - TxDOT Review of Agreement	20 days	Thu 12/21/23	Wed 1/17/24	0 days	TXDOT	[Task bar from 12/21/23 to 1/17/24]																													
34	Permits - BMcD Response/Resubmittal to TxDOT Comments	5 days	Thu 1/18/24	Wed 1/24/24	0 days	BMcD	[Task bar from 1/18/24 to 1/24/24]																													
35	Permits - TxDOT Approval of Utility Agreement & Issue permit	0 days	Wed 2/7/24	Wed 2/7/24	0 days	TXDOT	[Milestone diamond at 2/7/24]																													
36	Task 5 - Services During Construction	265 days	Thu 5/23/24	Wed 5/28/25	0 days		[Task bar from 5/23/24 to 5/28/25]																													
37	Construction Phase	265 days	Thu 5/23/24	Wed 5/28/25	0 days	Others	[Task bar from 5/23/24 to 5/28/25]																													
38	BMcD Prepare & Submit TxDOT Reimbursement Package 2 to City	25 days	Thu 11/21/24	Wed 12/25/24	120 days	BMcD	[Task bar from 11/21/24 to 12/25/24]																													
39	City to Review TxDOT Reimbursement Package 2	10 days	Thu 12/26/24	Wed 1/8/25	120 days	City of Corinth	[Task bar from 12/26/24 to 1/8/25]																													
40	BMcD Submit TxDOT Reimbursement Package 2 to TxDOT	0 days	Wed 1/8/25	Wed 1/8/25	120 days	BMcD	[Milestone diamond at 1/8/25]																													
41	Final TxDOT Reimbursement Process	35 days	Thu 5/8/25	Wed 6/25/25	0 days		[Task bar from 5/8/25 to 6/25/25]																													
42	BMcD Prepare & Submit TxDOT Reimbursement Package 3 to City	25 days	Thu 5/8/25	Wed 6/11/25	0 days	BMcD	[Task bar from 5/8/25 to 6/11/25]																													
43	City to Review TxDOT Reimbursement Package 3	10 days	Thu 6/12/25	Wed 6/25/25	0 days	City of Corinth	[Task bar from 6/12/25 to 6/25/25]																													
44	BMcD Submit TxDOT Reimbursement Package 3 to TxDOT	0 days	Wed 6/25/25	Wed 6/25/25	0 days	BMcD	[Milestone diamond at 6/25/25]																													

Project: 2023-06-01 Corinth IH3
Date: Thu 6/1/23

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

EXHIBIT "C" INSURANCE REQUIREMENTS

CITY OF CORINTH

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

1.0 DEFINITION

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

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
- 2. **Workers Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
- 3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
- 4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.2.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

1.2 PROFESSIONAL SERVICES REQUIREMENTS

- A. **Definition:** Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.
- B. **Minimum Limits of Insurance:**
 - 1. **Commercial General Liability:** \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
 - 2. **Workers Compensation and Employer's Liability:** Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
 - 3. **Automobile Liability:** \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
 - 4. **Professional Liability:** Also known as Errors and Omissions: \$1,000,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City.



CITY OF CORINTH
Staff Report

Meeting Date:	7/6/2023	Title:	Appointment Upper Trinity Regional Water District – Board Member
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on the appointment to the Board of Directors for the Upper Trinity Regional Water District.

Item Summary/Background/Prior Action

The Board of Directors of Upper Trinity has regional responsibilities for developing, funding and implementing regional water/wastewater systems and services which are vital to the cities, towns and utilities of this region. A high priority mission of the Board is to plan ahead for a secure water supply, adequate for the next 50 years. The work of the Board is strategic and challenging, The Board oversees extensive regional programs as a utility enterprise, with some thirty cities, towns and utilities cooperating to achieve the mandate.

The City of Corinth is a Member of Upper Trinity Regional Water District, a State-chartered conservation and reclamation district for the Denton County area. An appointee must be a qualified voter, must reside within the boundaries of Upper Trinity, may not be an elected official and may not be an employee of another member-entity of Upper Trinity.

Glenn Barker, Director of Public Works meets the requirements to serve on the UTRWD board as a representative for the City of Corinth.

Staff Recommendation/Motion

Staff recommends approval of Glenn Barker to serve on the Upper Trinity Regional Water District Board of Directors.



CITY OF CORINTH
Staff Report

Meeting Date:	7/6/2023	Title:	Budget Amendment – Street Maintenance
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
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		

Item/Caption

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2022-2023 budget and annual program of services to provide for the expenditure of funds to pay for street maintenance expenditures in the Street Maintenance Sales Tax Fund; and providing an effective date.

Item Summary/Background/Prior Action

In 2021, the city completed the Fugro Street Assessment Report. The report provided detailed information on various project activities including pavement distress, network level pavement condition, treatment cost, current street maintenance backlog, and budget analysis. The report also provided a ten-year maintenance and rehabilitation treatment work plan. During the fiscal year additional projects were identified. The budget did not include sufficient funding to complete the additional street maintenance projects. Rehabilitation of Corinth Parkway, Oakmont, and Robinson were included in the 2021 Fugro report, and staff would like to utilize the remaining funds in the Street Maintenance Sales Tax fund (as described below) to address Oakmont and Robinson this year depending on cost. The remaining funds would be used for routine street maintenance.

Financial Impact

The budget amendment proposes the use of fund balance of \$96,559 from the Street Maintenance Sales Tax Fund. The projected year end fund balance for the Street Maintenance Sales Tax Fund is zero. The fund will be closed at the end of the fiscal year.

Applicable Owner/Stakeholder Policy

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available in unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

Staff Recommendation/Motion

Staff recommends approval of the Ordinance amending the fiscal year 2022-23 Annual Program of services for the expenditure of funds to pay for street maintenance projects.

ORDINANCE NO. 23-07-06-

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 22-09-22-33 REGARDING THE FISCAL YEAR 2022-2023 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS TO PAY FOR STREET MAINTENANCE PROJECTS, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2022, and ending September 30, 2023 by Ordinance No. 22-09-22-33; and

WHEREAS, the current adopted budget for fiscal year 2022-2023 does not have adequate funding to pay \$99,559 for street maintenance projects in the Street Maintenance Sales Tax Fund; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the Street Maintenance Fund Balance of \$99,559 for street maintenance projects; and

WHEREAS, the City Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:

SECTION I

The findings set forth in the above preamble to this Ordinance are true and correct.

SECTION II

Ordinance No. 22-09-22-33 the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, shall be amended as follows:

Ninety-Six Thousand Five Hundred and Fifty-Nine Dollars (\$96,559) shall be appropriated into the Expenditures Line Items for Street Maintenance Projects.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the Street Maintenance Sales Tax Fund budget by **\$96,559** for the Street Maintenance Projects. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION III

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 22-09-22-33.

SECTION IV

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

SECTION V

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS THE 6TH DAY OF JULY 2023.

SEAL

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney