

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, August 18, 2022 at 5:50 PM

City Hall | 3300 Corinth Parkway

Pursuant to section 551.127, Texas Government Code, one or more council members, consultants, 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 and Regular Session of the Corinth City Council.

B. CALL TO ORDER

C. WORKSHOP AGENDA

- [1.](#) Receive a report, hold a discussion and provide staff direction on the election methods for the Mayor Pro Tem.
- [2.](#) Receive a report and hold a discussion on business retention within Corinth.
- [3.](#) Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2023 Annual Program of Services and Capital Improvement Program.
4. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

D. 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 Councilmember 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 August 4, 2022, City Council Meeting.
- [2.](#) Consider and act on an ordinance of the City Council of the City of Corinth, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., mid-tex division regarding the company’s 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas open meetings act; adopting a

savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel.

3. Consider and act on the fiscal year 2022-2023 budget for the Fire Control, Prevention, and Emergency Management District.
4. Consider and act on the fiscal year 2022-2023 Proposed Budget for the City of Corinth Crime Control and Prevention District.
5. Consider and act on a contract with Gee Consultants, Inc., for materials testing for the Commons at Agora, in an amount not to exceed \$106,307, and authorizing the Interim City manager to execute the necessary documents.
6. Consider and act on a contract with Gee Consultants, Inc., for materials testing for the TOD Streets, in an amount not to exceed \$86,488, and authorizing the Interim City manager to execute the necessary documents.

H. BUSINESS AGENDA

7. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Lake Sharon Property Owners Association (POA).
8. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Meadows Oak Homeowners Association (HOA).
9. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Oakmont Property Owners Association (POA).
10. Consider and act on a Resolution of the City Council of the City of Corinth, Texas adopting a proposed FY23 municipal tax rate that will not exceed the voter-approval tax rate; calling a public hearing to be held on September 15, 2022 at Corinth City Hall at 7:00 p.m.; requiring publication of a Notice of Public Hearing on Tax Increase in accordance with state law; providing for the incorporation of premises; 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. CLOSED 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.

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.

b. Broadband.

c. Animal Control.

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.

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.

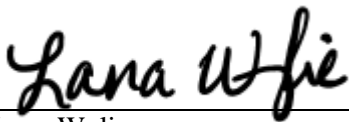
a. Project Agora.

K. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON CLOSED 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 15th day of August 2022, at 9:00 A.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title:	Mayor Pro Tem Election Methods
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.		

Item/Caption

Receive a report, hold a discussion and provide staff direction on the election methods for the Mayor Pro Tem.

Item Summary/Background/Prior Action

Local Government Code: The mayor pro tem is selected by majority vote of the Council from among its own membership. The mayor pro tem’s term is one (1) year. The mayor pro tem retains the right to vote on all matters before the Council while performing the duties of the Mayor (Sections 22.037 and 23.027). This pertains to home rule cities and is the only legal guidance.

Corinth’s Home Rule Charter (2022 Amendment): “The City Council shall take action to appoint one of its members to serve as Mayor Pro Tem in accordance with a written policy adopted by the City Council. The Mayor Pro Tem shall perform all duties of the Mayor in the absence or disability of the Mayor. Appointment of the Mayor Pro Tem shall take place at the first regular meeting of the Council after each general election for office of the City Council or as soon thereafter as practicable.”

Possible Election Methods to be Adopted via a Written Council Policy:

- **Nomination Process:** Councilmembers may either nominate themselves or others or rely upon others to nominate, and the person nominated must advise that they are willing to serve. Policy requires a second on the nomination or the nominee to consent to the nomination. Once all nominations have occurred, the Council would vote. Majority vote wins. Tie is broken by the Mayor.

- **Volunteer Process:** Councilmembers volunteer to be Mayor pro tem. Once all volunteers have noted their desire to volunteer, Council would take a vote after a motion and second. Majority vote wins. Tie is broken by the Mayor.

- Tenure Process: Longest serving Councilmember is selected. Prevents the requirement for a vote each time, but one Councilmember could be Mayor pro tem for a very long time unless this is coupled with a rotating basis determined by number of years in office.
- Rotating Basis: Mayor pro tem may be designated on a rotating basis based on Council place and/or number of years in office. Prevents the requirement for a vote and prevents one Councilmember from serving as Mayor pro tem for a long time. However, without also requiring the consideration of tenure, a rotating basis by place could require a first time office holder to serve as Mayor Pro Tem.

Written policy will be drafted based upon the options listed above, combination of those options or other suggestions by Council. The Council should identify a term, but based upon the Charter language, the position will be filled after each election and persons are not prohibited from service consecutive terms.



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title: Retention Business Retention
Ends:	<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	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Receive a report and hold a discussion on business retention within Corinth.

Item Summary/Background/Prior Action

Councilmember Henderson has requested an item be added to the workshop for Council to hold a discussions regarding opportunities for the City to assist local businesses within Corinth.



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title:	Budget Overview Workshop								
Ends:	<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										
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder										
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function										
Owner Support:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Planning & Zoning Commission</td> <td style="width: 50%;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td><input type="checkbox"/> Parks & Recreation Board</td> <td><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td><input type="checkbox"/> Finance Audit Committee</td> <td><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td><input type="checkbox"/> Keep Corinth Beautiful</td> <td><input type="checkbox"/> Ethics Commission</td> </tr> </table>			<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
<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

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2023 Annual Program of Services and Capital Improvement Program.

Item Summary/Background/Prior Action

In compliance with the Charter requirement, the Fiscal Year 2023 budget was submitted to the Council by Friday, July 31, 2022 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2023 annual budget and to provide staff direction.

The City's budget development procedures are in conformance with State Law outlined in the Truth in Taxation process.

Applicable Owner/Stakeholder Policy

The City Charter, Section 9.02, requires that the City Manager be responsible for submitting an annual budget not later than sixty (60) days prior to the first day of the new fiscal year.

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title: Minutes Approval of Meeting Minutes
Ends:	<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	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Consider and act on minutes from the August 4, 2022, 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, August 04, 2022 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 4th day of August 2022, 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:

Councilmembers Present:

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

Staff Members Present:

Lee Ann Bunselmeyer, Interim City Manager
Lana Wylie, City Secretary
Patricia Adams, City Attorney
Jerry Garner, Police Chief
Chad Thiessen, Fire Chief
John Webb, Planning and Development Director
Glenn Barker, Public Works Director
Elise Back, Director of Economic Development
Guadalupe Ruiz, Human Resources Director
Chris Rodriguez, Interim Finance Director
Shea Rodgers, Chief Technology Officer
Lance Stacy, City Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

1. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2023 Annual Program of Services and Capital Improvement Program.

The item was presented and discussed.

2. Hold a discussion and give staff direction on the strategic plan.

The item was presented and discussed.

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

Item 3 and 4 for the Regular Session Meeting was discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:47 P.M., and immediately convened into Closed Session.

CLOSED 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.

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.
- b. Broadband.
- c. Zoning, Development Processes and Projects.

Mayor Heidemann recessed the Closed Session at 7:27 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 7:34 P.M.

PROCLAMATIONS AND PRESENTATIONS

- 1. Proclamation recognizing National Payroll Week, September 5 – 9, 2022.

Mayor Heidemann read and presented the Proclamation to Shelley Ventra, Human Resources Analyst.

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.

Citizen Comments may be viewed via [Audio/Video: Video](#).

the City Council regarding freezing the senior citizen taxes for ages 65 and over.

We would like some consideration on freezing the taxes here at the City of Corinth. What is my City going to do for us?

- 1. Built here in 1996, population was 5,998, as of 2022, population is 23,174 - more than tripled in size and capacity.
- 2. We were young, now old. We are on pensions, and extremely high inflation.
- 3. Smaller towns are giving their citizens the benefit of the freeze. As of 2020 Census, Lakewood Village population is 1,026, Ponder population is 2,394, Double Oak population is 3,090.
- 4. Large cities, Denton, Lewisville, Little Elm, Frisco have frozen the senior citizen tax rate.

2021 Tax Rates & 2021 Exemptions

CODE	ENTITY	TOTAL TAX RATE 2021	TOTAL TAX RATE 2020	HOMESTEAD EXEMPTION (HS)	OVER AGE 65 (OV65)	DISABLED PERSON (DP)	OV65 & DP LIMITATION	FREEPOR (FP)	GOODS IN TRANSIT (GIT)	COLLECTION AGENCY
C01	City of Aubrey	0.525000	0.541400	0.5%-5,000 min	10,000	10,000	YES-21	YES	YES	DENTON CO
C02	City of Carrollton	0.502500	0.507500	20%; 5000 min	60,000	60,000		YES	NO	DENTON CO
C03	City of The Colony	0.650000	0.655000	0	10,000	10,000	YES-19	YES	NO	DENTON CO
C04	City of Corinth	0.567000	0.578170	0	20,000	20,000		YES	NO	DENTON CO
C05	City of Denton	0.565023	0.590454	0.5%-3,000 min	50,000	50,000	YES-17	YES	NO	DENTON CO
C07	Town of Flower Mound	0.405000	0.436500	5%-5,000 min	100,000	100,000		YES	NO	DENTON CO
C08	City of Highland Village	0.563020	0.563020	0	75,000	75,000		NO	YES	DENTON CO
C09	City of Justin	0.650000	0.650000	0	5,000	0	YES-04	YES	NO	DENTON CO
C10	City of Krum	0.621598	0.647489	0	10,000	10,000		NO	YES	DENTON CO
C11	City of Lake Dallas	0.614123	0.642060	0	20,000	20,000		NO	NO	DENTON CO
C12	City of Lewisville	0.443301	0.443301	0	60,000	20,000	YES-04	YES	NO	DENTON CO
C13	Town of Little Elm	0.643948	0.649702	0	10,000	10,000	YES-05	YES	NO	DENTON CO
C14	City of Pilot Point	0.636260	0.619717	0	10,000	10,000	YES-09	NO	YES	DENTON CO
C15	Town of Ponder	0.681300	0.702652	0	50,000	50,000	YES-04	YES	NO	DENTON CO
C16	City of Sanger	0.633711	0.679100	0	30,000	20,000		YES	NO	DENTON CO
C17	City of Ransome	0.375120	0.375120	20%-10,000 min	40,000	4,500	YES-04	YES	NO	DENTON CO
C18	City of Krugerville	0.436701	0.397613	0	20,000	20,000	YES-06	NO	NO	DENTON CO
C19	Town of Hickory Creek	0.307280	0.319943	0	10,000	10,000		YES	NO	DENTON CO
C20	City of Dallas	0.773300	0.776300	20%; 5,000 min	107,000	107,000		YES	NO	DALLAS CO
C21	City of Coppell	0.590000	0.590000	5%-5,000 min	75,000	75,000		YES *	NO	DALLAS CO
C22	City of Hackberry	0.243660	0.251189	0	10,000	0		YES	YES	DENTON CO
C24	City of Oak Point	0.482565	0.500000	0	20,000	20,000	YES-21	NO	YES	DENTON CO
C25	Town of Lakewood Village	0.450000	0.450000	0	25,000	0		YES	YES	DENTON CO
C26	Town of Argyle	0.370482	0.378193	1%-5,000 min	100,000	100,000		YES	YES	DENTON CO
C27	Town of Copper Canyon	0.277505	0.297505	1%-5,000 min	10,000	10,000	YES-19	YES	NO	DENTON CO
C28	Town of Trophy Club	0.445000	0.446442	1%-5,000 min	35,000	0	YES-04	YES	YES	DENTON CO
C29	City of Plano	0.446500	0.446200	20%-5,000 min	40,000	40,000	YES-04	YES	NO	COLLIN CO
C30	Town of Double Oak	0.229210	0.229210	0	50,000	50,000		YES	NO	DENTON CO
C31	Town of Bartonville	0.173646	0.182940	0	50,000	50,000	YES-04	NO	YES	DENTON CO
C32	City of Frisco	0.446000	0.446000	10%-5,000 min	80,000	80,000		YES	NO	COLLIN CO
C33	Town of Northlake	0.295000	0.295000	20%-5,000 min	15,000	15,000		YES *	YES	DENTON CO
C34	Town of Shady Shores	0.321452	0.321958	1%-5,000 min	10,000	0		YES	YES	DENTON CO
C36	City of Fort Worth	0.732500	0.747500	20%; 5,000 min	40,000	40,000	YES-07	YES *	NO	TARRANT CO
C37	City of Southlake	0.390000	0.405000	20%; 5,000 min	75,000	75,000	YES-04	YES	NO	TARRANT CO
C38	City of Haslet	0.283229	0.248972	20%; 5,000 min	50,000	0	YES-04	YES	NO	TARRANT CO
C39	City of Grapevine	0.271811	0.282601	20%; 5,000 min	60,000	10,000		YES	NO	SPOTTSMITH CO
C42	Town of Dish	0.292195	0.292195	0	10,000	5,000	YES-21	YES	YES	DENTON CO
C44	Town of Westlake	0.167880	0.167880	20%; 5,000 min	10,000	10,000	YES-10	YES	NO	TARRANT CO
C49	City of New Fairview	0.300000	0.300000	0	10,000	10,000	YES-20	YES	YES	WISE CO
C47	Corral City	0.297188	0.170287	0	0	0		YES	YES	DENTON CO
C48	Town of Prosper	0.510000	0.520000	10%; 5,000 min	10,000	3,000	YES-04	NO	NO	COLLIN CO
C49	City of Celina	0.645000	0.645000	0	30,000	30,000		YES	NO	COLLIN CO
C51	Town of Providence Village	0.732040	0.772145	0	10,000	10,000		YES	YES	DENTON CO
G01	Denton County	0.233086	0.224985	1%-5,000 min	55,000	15,000	YES-19	YES *	NO	DENTON CO
S01	Argyle ISD	1.400000	1.418700	25,000	10,000	10,000	YES	YES	NO	DENTON CO
S02	Aubrey ISD	1.460000	1.506700	25,000	10,000	10,000	YES	YES	NO	DENTON CO
S03	Carrollton/FB ISD	1.201250	1.254700	25,000	10,000	10,000	YES	YES	NO	CFB ISD
S04	Celina ISD	1.440000	1.483200	25,000	10,000	10,000	YES	YES	NO	COLLIN CO
S05	Denton ISD	1.362000	1.407600	25,000	10,000	10,000	YES	YES	NO	DENTON CO
S06	Frisco ISD	1.267200	1.310200	25,000	10,000	10,000	YES	YES	NO	COLLIN CO
S07	Krum ISD	1.344930	1.345082	25,000	10,000	10,000	YES	NO	NO	DENTON CO
S08	Lake Dallas ISD	1.500000	1.500000	25,000	10,000	10,000	YES	NO	NO	DENTON CO
S09	Lewisville ISD	1.304950	1.347300	25,000	10,000	10,000	YES	YES	NO	DENTON CO
S10	Little Elm ISD	1.430000	1.493600	25,000	10,000	10,000	YES	NO	NO	DENTON CO
S11	Northwest ISD	1.292000	1.336300	25,000	10,000	10,000	YES	YES *	NO	DENTON CO
S12	Pilot Point ISD	1.160000	1.218600	25,000	10,000	10,000	YES	NO	NO	DENTON CO
S13	Ponder ISD	1.407780	1.464180	25,000	10,000	10,000	YES	NO	NO	DENTON CO
S14	Sanger ISD	1.142300	1.197643	25,000	10,000	10,000	YES	NO	NO	DENTON CO
S15	Era ISD	1.042000	1.138400	25,000	10,000	10,000	YES	YES	NO	COOKE CAD
S16	Sidell ISD	1.047400	1.060400	20% (local) 425,000	10,000	10,000	YES	YES	NO	WISE CAD
S17	Prosper ISD	1.460000	1.492700	25,000	10,000	10,000	YES	YES	YES	COLLIN CO

new cities added: 3) Double Oak
 1) Lakewood Village
 2) Argyle
 4) City of Frisco

Melanie Bristow, 2013 Yellowstone Lane, Corinth, addressed the City Council regarding the rezoning of the LSMR development.

I am opposed to rezoning the LSMR.

1. There is a reason it is zoned single family originally - look at that –
2. Surrounded by single family homes on all sides.
3. Traffic studies don't consider all other developments in the works.
4. 4. No control over what happens with multifamily units/rentals - people, quality of property, traffic, eyesores, etc.
5. If well not capped, I am concerned about any development close to it and a cancer risk years later.
6. You work for the citizens of Corinth, but this development does nothing for citizens, neighbors, etc. It is all about money for developer and city, not residents.

Austin Ortega, 2891 Custer Drive, Corinth, addressed the City Council regarding the rezoning of the LSMR development.

Michael King, 2610 Zachary, Corinth, addressed the City Council regarding the rezoning of the LSMR development.

Brian Head, 2700 Warwick Drive, Corinth, addressed the City Council regarding the rezoning of the LSMR development.

Christine Larson, 2702 Zachary, Corinth, addressed the City Council regarding the rezoning of the LSMR development.

Alanna Fickes, 2712 Cherokee Trail, Corinth, addressed the City Council regarding the rezoning of the LSMR development.

I am in opposition of the LSMR development.

1. I am in support of single-family homes.
2. I would like the 2040 plan to be changed to single-family homes in this zone/location.

Dena Kupiec, 2617 Trinity Terrace, Corinth, addressed the City Council regarding the rezoning of the LSMR development.

CONSENT AGENDA

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

2. Consider and act on minutes from the July 21, 2022, City Council Meeting.
3. Consider and act on an Agreement with SPAN, Inc., for services supporting older residents, residents with disabilities, veterans, and the general public, for fiscal year 2022-2023 and authorizing the Interim City Manager to execute the necessary documents.
4. Consider and act on an ordinance repealing Exhibit 1 of Ordinance No. 13-12-19-25 and amending the Code of Ordinances by adding a new Chapter 171, entitled Fire Department Fees, to Title XVI, Fee Schedule.
5. Consider and act on the acceptance of BlueCross BlueShield of Texas' proposal for City's employee medical insurance benefits for FY 2022-2023, and authorization for the Interim City Manager to execute any necessary documents.

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

Voting Yea: Mayor Pro Tem Burke, Councilmember Garber, Councilmember Holzwarth, Councilmember Henderson, Councilmember Pickens

BUSINESS AGENDA

- 6. Consider and act on a Resolution approving the amended and restated bylaws of the Corinth Economic Development Corporation.

Motion made by Mayor Pro Tem Burke to approve Resolution No. 22-08-04-15 amending the CEDC restated Bylaws, modifying Section 4.2: Regular Meetings to be held bi-monthly and modifying Section 5.1(a) Titles and terms of Officers and Section 5.5: Economic Development Director reporting structure. Seconded by Councilmember Garber.

Voting Yea: Mayor Pro Tem Burke, Councilmember Garber, Councilmember Holzwarth, Councilmember Henderson, Councilmember Pickens

- 7. Consider and act on the Second Amended Unimproved Property Contract with M.R. Development Corporation and Carleton Development, Ltd., for the purchase of the 7.533 acres on or before December 31, 2022, and the option to purchase the remaining 6.04 acres on or before September 30, 2023, formerly known as the Hone Property for a multifamily development.

Motion made by Councilmember Garber to approve Resolution No. 22-08-04-16 approving the Second Amended Unimproved Property Contract with MR Development Corporation and Carleton Development Ltd., amending the purchase date on or before December 31, 2022, with an option to purchase the remaining 6.04 acres on or before September 30, 2023. Seconded by Councilmember Pickens.

Voting Yea: Mayor Pro Tem Burke, Councilmember Garber, Councilmember Holzwarth, Councilmember Henderson, Councilmember Pickens

- 8. Consider and act on the Amended Unimproved Property Contract with Wolverine Interests for the purchase of the 4.692 acres within the agora District for a mixed-use development.

Motion made by Mayor Pro Tem Burke to approve Resolution No. 22-08-04-17 approving the Amended Unimproved Property Contract with Wolverine Interests for the purchase of 4.692 acres within the Agora District for a mixed-use development. Seconded by Councilmember Garber.

Voting Yea: Mayor Pro Tem Burke, Councilmember Garber, Councilmember Holzwarth, Councilmember Henderson, Councilmember Pickens

- 9. Consider and act on a Resolution of the City of Corinth, a home rule municipality and qualified taxing entity of Denton County, Texas, casting a vote of disapproval of the Denton County Appraisal District (“DCAD”) 2023 budget as approved by the DCAD Board of Directors; providing for the incorporation of premises; and providing and effective date.

Motion made by Councilmember Henderson to approve Resolution No. 22-08-04-18 casting a vote of disapproval of the proposed 2023 DCAD Budget in order to allow the Board leadership to evaluate the operations of the District, to develop a strategic plan to address issues identified in the Consultant’s evaluation of District operations, and to make changes necessary to meet the needs of the taxing entities. Seconded by Councilmember Garber.

Voting Yea: Mayor Pro Tem Burke, Councilmember Garber, Councilmember Holzwarth, Councilmember Henderson, Councilmember Pickens

- 10. Consider and approve the Dark Fiber Lease and Network Agreement between the City of Corinth and Pavlov Media, Inc. authorizing a public-private partnership for the deployment of a fiber to premises network throughout the Lake Cities.

Motion made by Mayor Pro Tem Burke to approve the Dark Fiber Lease and Network Agreement between the City of Corinth and Pavlov Media, Inc. authorizing a public-private partnership for the deployment of a fiber to premises network throughout the Lake Cities as defined in the revised agreement circulated to Council earlier this week, subject to the following conditions: (1) the City’s approval is contingent upon the Agreement being approved and executed by both the Town of Hickory Creek and the Town of Shady Shores and (2) the effective date of the Agreement will be the later of August 15, 2022 or the last date upon which either the Town of Hickory Creek or the Town of Shady Shores execute the Agreement, obligating Corinth to pay an amount not to exceed \$2,050,000; and to authorize the Mayor and Interim City Manager to execute all necessary documents to effectuate the purpose of the agreement. Seconded by Councilmember Garber.

Voting Yea: Mayor Pro Tem Burke, Councilmember Garber, Councilmember Holzwarth, Councilmember Henderson, Councilmember Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Councilmember Garber requested a workshop meeting before the Board and Commission interviews. He also thanked residents for their comments and for attending the meeting.

Councilmember Holzwarth agreed with Councilmember Garber's comments regarding resident attendance.

Councilmember Henderson would like to discuss how to support local restaurants.

Mayor Heidemann agreed with Councilmember Garber's comments regarding resident attendance.

Mayor Heidemann recessed the Regular Session Meeting at 8:09 P.M., and immediately convened into Closed Session.

CLOSED 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.

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.
- b. Broadband.
- c. Zoning, Development Processes and Projects.

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.

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 CLOSED SESSION ITEMS

Mayor Heidemann recessed the Closed Session at 9:15 PM, and immediately reconvened into the Regular Session Meeting.

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 9:15 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2022.

Lana Wylie, City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title:	Ordinance ATMOS RRM Rate Increase
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on an ordinance of the City Council of the City of Corinth, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., mid-tex division regarding the company’s 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas open meetings act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel.

Item Summary/Background/Prior Action

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos’ Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent. Atmos provided bill impact comparisons containing this figures.

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

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

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$73.22	-
DARR:	\$71.96	(\$1.26)
ATM Cities:	\$78.72	\$5.50
Environs:	\$78.53	\$5.31

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$115 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature’s GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex’s claim that its historic cost of service should entitle it to recover \$141.3 million in additional system-wide revenues, the RRM settlement at \$115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2022. New rates become effective October 1, 2022.

Staff Recommendation/Motion

Staff recommends approval as presented.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 22-08-18-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

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

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

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

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

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million on a system-wide basis with an Effective Date of October 1, 2022; and

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

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

WHEREAS, the attached tariffs (**Attachment 1**) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (**Attachment 2**); and

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

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved and are incorporated herein.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

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

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2022 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2022.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Attachment 1
Rate Tariffs

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 21.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 21.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.36223 per Ccf

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

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

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 63.50 per month
Rider CEE Surcharge	(\$ 0.01) per month ¹
Total Customer Charge	\$ 63.49 per month
Commodity Charge – All Ccf	\$ 0.14137 per Ccf

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

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

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

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

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

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

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

Curtailement Overpull Fee

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

Replacement Index

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

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Agreement

An Agreement for Gas Service may be required.

Notice

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

Special Conditions

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

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

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

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

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

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

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

Imbalance Fees

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

Monthly Imbalance Fees

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

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Curtailment Overpull Fee

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

Replacement Index

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

Agreement

A transportation agreement is required.

Notice

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

Special Conditions

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

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Provisions for Adjustment

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

Computation of Weather Normalization Adjustment

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

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

Where

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

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

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

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

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

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

Attachment 2
Pension and Retiree Medical Benefits

Attachment 2

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,715,323	\$ 982,708	\$ 3,137,022	\$ 313,319	\$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	\$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	\$ 612,700		\$ 931,100			\$ 1,543,800
14	Total Post-Employment Benefit Plan		\$ 351,016			\$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				\$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 612,700	\$ 351,016	\$ 931,100	\$ 34,465	\$ (101,335)	\$ 1,827,946

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.
3. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title:	Fire District Budget Approval
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on the fiscal year 2022-2023 budget for the Fire Control, Prevention, and Emergency Management District.

Item Summary/Background/Prior Action

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 transfers operational expenditures from the general fund fire division to the fire district and includes the following new programs.

Gas Detectors \$8,000: New gas monitors and calibration equipment are needed for two fire apparatus. These are used for odor investigations, to check the air quality after fires to see if it is safe to enter the house without an air pack. The current detectors are no longer in production and parts are unavailable.

Mental Health Resiliency & Training \$10,000: Fire personnel function in an atmosphere of increased mental and emotional stress not only through critical incidents but also through cumulative stress from daily on-duty experiences. Experience-proven training in personal stress reduction has shown to improve the mental and emotional health of first responders. The budget establishes an officer wellness program to improve overall health and enable them to perform their jobs in a safer and more effective manner.

Vehicle Maintenance \$36,000: Due to production delays on new apparatus, the city now has two ambulances that are past the reserve life and the department is experiencing significant maintenance costs.

Financial Impact

The budget projects the sales tax revenue will generate \$539,337. The ending fund balance is estimated at \$159,373 for the 2022-2023 fiscal year.

Applicable Owner/Stakeholder Policy

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 above was published on Wednesday, August 10, 2022 in the Denton Record Chronicle.

Staff Recommendation/Motion

Staff recommends approval of the FY 2022-2023 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	2020-21 ACTUALS	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 PROPOSED
Sales Tax	\$ 214,532	\$ 465,615	\$ 468,874	\$ 539,337
Interest Income	100	1,000	940	1,000
Miscellaneous	-	-	-	-
Transfers	-	-	-	-
TOTAL REVENUES	\$ 214,632	\$ 466,615	\$ 469,814	\$ 540,337
Use of Fund Balance	-	5,561	2,362	19,186
TOTAL RESOURCES	\$ 214,632	\$ 472,176	\$ 472,176	\$ 559,523

EXPENDITURE SUMMARY	2020-21 ACTUALS	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 PROPOSED
Wages & Benefits	\$ -	\$ -	\$ -	\$ -
Professional Fees	-	48,281	48,281	65,409
Maintenance & Operations	-	92,961	92,961	82,320
Supplies	2,745	253,246	253,246	281,780
Utilities	-	-	-	-
Technology	-	-	-	-
Vehicle & Fuel	-	6,655	6,655	42,656
Training	-	32,533	32,533	30,358
Capital Outlay	30,966	8,500	8,500	27,000
Capital Lease	-	-	-	-
Transfers	-	30,000	30,000	30,000
TOTAL EXPENDITURES	\$ 33,711	\$ 472,176	\$ 472,176	\$ 559,523

PROJECTED FUND BALANCE REVIEW	2020-21 ACTUALS	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 PROPOSED
Beginning Fund Balance	\$ 0	\$ 180,921	\$ 180,921	\$ 178,559
Net Income	180,921	-	(2,362)	(19,186)
ENDING FUND BALANCE	180,921	\$ 180,921	\$ 178,559	\$ 159,373

NEW PROGRAM FUNDING

Mental Health Resiliency & Training \$10,000; Gas Detectors \$8,000; Vehicle Maintenance \$36,000.



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title:	CCD Budget Approval
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on the fiscal year 2022-2023 Proposed Budget for the City of Corinth Crime Control and Prevention District.

Item Summary/Background/Prior Action

In 2019, the City began transitioning the patrol officer positions from the Crime Control District to the general fund. The budget includes the transfer of the final two Patrol Officers to the General Fund Police Division.

Budgeted expenditures total \$646,680 and include \$266,908 for Enterprise vehicle lease payments for patrol vehicles, \$113,500 for aftermarket patrol vehicle equipment through the Enterprise Lease program, ongoing maintenance and video storage contract for fleet and body cameras \$117,343, and Denton County Dispatch and maintenance \$120,929.

New Program funding includes one-time expenditures of \$28,000.

Police K-9 Unit \$16,000: The budget provides funding to reinstate the police K-9 unit. The K-9 unit has a unique impact on the community. These animals serve myriad missions, from drug enforcement to search and rescue to apprehending fleeing subjects. They are also ambassadors of the department, appearing at special events for public relations purposes.

Ticket Writers Printers \$12,000: The Department currently has a limited number of ticket writer printers and requires the sharing of the equipment. To improve efficiencies and the life of the equipment, the budget includes funding to purchase a ticket writer printer for each officer.

Financial Impact

The budget projects the sales tax revenue will generate \$495,343. The ending fund balance is estimated at \$613,307 for the 2022-2023 fiscal year

Applicable Owner/Stakeholder Policy

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 2022-2023 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	2020-21 ACTUALS	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 PROPOSED
Sales Tax	\$ 449,291	\$ 421,465	\$ 463,611	\$ 495,343
Grant Revenue	-	-	5,000	-
Interest Income	2,872	2,000	2,600	2,264
Miscellaneous	-	-	-	-
Gain on Sales	-	-	-	-
Transfers	-	-	-	-
TOTAL REVENUES	\$ 452,163	\$ 423,465	\$ 471,211	\$ 497,607
Use of Fund Balance	-	57,407	9,661	149,073
TOTAL RESOURCES	\$ 452,163	\$ 480,872	\$ 480,872	\$ 646,680

EXPENDITURE SUMMARY	2020-21 ACTUALS	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 PROPOSED
Wages & Benefits	\$ 167,861	\$ 193,913	\$ 193,913	\$ -
Professional Fees	-	-	-	229,150
Maintenance & Operations	-	-	-	9,122
Supplies	23,905	16,200	16,200	12,000
Utilities	-	-	-	-
Technology	-	-	-	-
Vehicle & Fuel	-	-	-	-
Training	-	-	-	-
Capital Outlay	80,932	52,750	52,750	129,500
Capital Lease	-	218,009	218,009	266,908
Transfers	-	-	-	-
TOTAL EXPENDITURES	\$ 272,698	\$ 480,872	\$ 480,872	\$ 646,680

PROJECTED FUND BALANCE REVIEW	2020-21 ACTUALS	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 PROPOSED
Beginning Fund Balance	\$ 592,576	\$ 772,041	\$ 772,041	\$ 762,380
Net Income	179,465	(57,407)	(9,661)	(149,073)
ENDING FUND BALANCE	772,041	\$ 714,634	\$ 762,380	\$ 613,307

PERSONNEL Full-Time Equivalents	2020-21 ACTUALS	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 PROPOSED
Sworn/Civil Service	2.00	2.00	2.00	-
TOTAL	2.00	2.00	2.00	-

NEW PROGRAM FUNDING

K-9 Unit \$16,000; Ticket Writers \$12,000; Police Vehicle Aftermarket \$113,500.
Transfer Police Officers (2 FTE) to General Fund Police Division.



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title:	Contract Agora Materials Testing – Gee Consultants, Inc.
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on a contract with Gee Consultants, Inc., for materials testing for the Commons at Agora, in an amount not to exceed \$106,307, and authorizing the Interim City manager to execute the necessary documents.

Item Summary/Background/Prior Action

With the construction of the Commons at Agora Park, there is a need to have an engineering firm perform materials testing and observation services to test soils and the concrete and to verify steel etc. as constructed by the contractor. This is considered a professional service and therefore not subject to the traditional request for proposals or bidding process.

The Engineering Division has had previous experience with this firm, and they provide excellent customer service and proactively ensure the client’s best interest.

Financial Impact

\$106,307 as budgeted from the Capital Improvement Fund.

Staff Recommendation/Motion

Approve the contract with Gee Consultants, Inc., for materials testing for the Commons at Agora in an amount not to exceed \$106,307 and authorizing the Interim City Manager to execute the necessary documents.

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

This agreement ("Agreement") is made by and between the City of Corinth, Texas, a home-rule municipal corporation ("City") and GEE Consultants, Inc.("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: **Commons at Agora Park 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 solicited a request for a proposal for the Project and Consultant provided a response as a professional service; and

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

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

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

Article I
Incorporation of Recitals/Agreement Documents/Term

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

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

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

Article II
Scope of Service

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

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

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

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

Article III
Schedule of Work – Project Completion

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

Article IV
Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and 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 in accordance with the Scope of Services.

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

If intended for City:

Attn:
George S. Marshall, P.E., CFM
City Engineer
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: 940-498-3265
George.marshall@cityofcorinth.com
cc. Andrea.Parker@cityofcorinth.com

If intended for Consultant:

Attn:
Richard W. Gee, P.E.
President
GEE Consultants, Inc.
10046 Monroe Drive
Dallas, TX 75229
214-325-5433
richardgee@geeconsultants.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 requirements set by the City finance department, and written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent

stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

6.11 Debarment and Suspension.

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

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

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

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

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

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

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

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

designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

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

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

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

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. If Consultant has not met one or more percentage benchmarks, 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"**, 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.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2022.

CITY OF CORINTH, TEXAS

By: _____
Lee Ann Bunselmeyer, Interim City Manager

Attest:

By: _____
Lana Wylie, City Secretary

Approved As To Form:

By: _____
Patricia A. Adams, City Attorney

EXECUTED this 9th day of AUGUST, 2022.

CONSULTANT

Gee Consultants, Inc.

By: Richard W. Gee

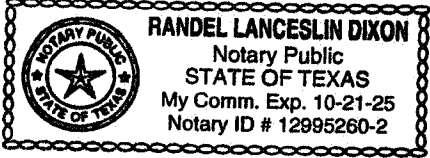
Name: RICHARD W. GEE

Title: PRESIDENT

**ACKNOWLEDGMENTS
CONSULTANT**

STATE OF TEXAS)
)
COUNTY OF Dallas)

This instrument was acknowledged before me on the 9th day of August, 2022, by [Signature], of GEE CONSULTANTS, INC. A PRESIDENT behalf of such entity.



[Signature]
Notary Public, State of Texas

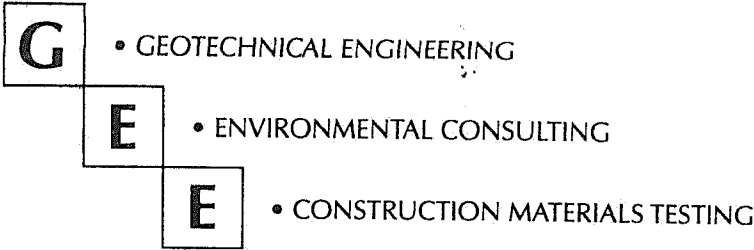
CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the _____ day of _____, 2022 by **Lee Ann Bunselmeyer**, Interim 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



GEE Consultants, Inc.

10046 Monroe Drive • Dallas, Texas 75229 • (214) 352-5433 • Fax (214) 352-6972

EXHIBIT "B"

August 4, 2022

Mr. George S. Marshall, P.E., CFM
 City of Corinth
 City Engineer
 3300 Corinth Pkwy.,
 Corinth, TX 76208
 Phone: 940-498-3265
 via: George.Marshall@cityofcorinth.com

RE: Proposal No. 2220503
 Commons at Agora
 City of Corinth, Denton County, Texas

Dear Mr. Marshall:

In accordance with your request, we are pleased to submit the following proposal for materials testing and observation services for the above referenced project.

The proposal is based on the plans and specifications prepared by Jones | Carter, TBG Partners, CallisonRTKL Inc., Architexas, JQ Engineering, LLP, NCTCOG Construction Standards, geotechnical report recommended testing and typical testing frequencies.

Structural plans for most of the proposed improvements within the Agora park were not provided as of the time this proposal was prepared. The required number of tests and the frequency of testings were assumed, based on our prior experience with similar types of construction.

Our proposal addressing necessary materials testing and observation services for the proposed TOD Agora District Street and Utility Improvements CIP21-0002 was submitted under separate cover.

We estimate the Commons at Agora fees will be as follows:

I. BUILDING PAD SUBGRADE OVER EXCAVATION, RECOMPACTION AND SELECT FILL PLACEMENT (STAGE BUILDING)

Laboratory Testing

ASTM D698 Moisture Density Relationships (Assumes 2 Subgrade Materials and 1 Select Fill Material)

3 tests @ \$260.00 per test \$780.00

Atterberg Limits Test

3 tests @ \$77.00 per test \$231.00

Percent Passing a No. 200 U.S. Sieve Test

3 tests @ \$48.00 per test \$144.00

Total Laboratory Testing \$1,155.00

Field Density Testing

Sampling Subgrade Soils and Select Fill Material for M/D Relationship Testing
(Assumes 2 trips)

4 Hrs. @ \$63.00 per hour \$252.00

In-Place Moisture Density Tests

(Building Subgrade Plus Four (4) Feet Over-Excavation and Moisture Conditioning and One (1) Lift of Select Fill (1 Test Per 2,500 s.f.), 6 Trips, Minimum 3 Tests Per Trip)

18 tests @ \$59.00 per test \$1,062.00

Trip Charges (Including Sampling)

8 trips @ \$70.00 per trip (4 hours or less) \$560.00

Total of Field Testing \$1,874.00

Total of Building Pad Testing \$3,029.00

II. PIER OBSERVATIONS AND CONCRETE TESTING (STAGE BUILDING)

Field Observation and Testing

Continuous Observation of Pier Drilling (excluding helical piles), Reinforcing Steel and Concreting (Assuming 3 days to drill and cast 29 piers (18 inches diameter) to approximately 13 feet, 10 piers per day and 1 day to drill and cast 4 piers (24 inches diameter) to approximately 12 feet)

38 Hrs. @ \$63.00 per hour \$2,394.00

Compressive Strength Concrete Cylinders (with Observation)
(Based on 1 set of 4 cylinders per 100 cubic yards or fraction thereof)

16 tests @ \$40.00 per test \$640.00

Trip Charges

4 trips @ \$90.00 per trip (Over 4 hours) \$360.00

Total of Pier Observations and Concrete Testing \$3,394.00

III. BUILDING FOOTING, GRADE BEAM, SLAB REBAR PRE-POUR, CONCRETE PLACEMENT OBSERVATIONS AND CONCRETE TESTING (STAGE BUILDING)

Field Observation

Pre-pour Observation of Footing, Grade Beam and Slab Reinforcement Steel
(Assumes 10 trips)

30 Hrs. @ \$63.00 per hour \$1,890.00

Continuous Observation of Concrete Placement
(Assumes 10 Placements)

50 Hrs. @ \$63.00 per hour \$3,150.00

Compressive Strength Concrete Cylinders (with Observation)
(Based on 1 Set of 4 Cylinders Per 100 Cubic Yards or Fraction Thereof)

44 tests @ \$40.00 per hour \$1,760.00

Trip Charges

18 trips @ \$70.00 per trip (Over 4 hours) \$1,260.00

2 trips @ \$90.00 per trip (4 hours or less) \$180.00

Total of Building Footing, Grade Beam and
 Slab Pre-pour and Concrete Testing \$8,240.00

IV. UTILITY BACKFILL TESTING

Laboratory Testing

ASTM D698 Moisture Density Relationships
 2 tests @ \$260.00 per test \$520.00

Atterberg Limits Test
 2 tests @ \$77.00 per test \$154.00

Percent Passing a No. 200 U.S. Sieve Test
 2 test @ \$48.00 per test \$96.00

Total Laboratory Testing \$770.00

Field Testing

Sampling Subgrade Soils and Select Fill Material for M/D Relationship Testing
 (Assumes 1 trip)
 2 Hrs. @ \$63.00 per hour \$126.00

In-Place Moisture Density Tests (based on 1 test per approximately 250 L.F.,
 assumes 5 trips for storm drain backfill along park area, minimum 3 tests per trip)
 29 tests @ \$59.00 per test (minimum of 3 tests per trip) \$1,711.00

Trip Charges
 6 trips @ \$70.00 per trip (4 hours or less) \$420.00

Total of Field Testing and Observation \$2,257.00

Total for Utility Backfill and Concrete Testing \$3,027.00

V. CONCRETE WALK/ VEHICULAR DRIVE AND FLATWORK SUBGRADE AND CONCRETE TESTING

Laboratory Testing

ASTM D698 Moisture Density Relationships (Assumes 2 Subgrade Materials and 1 Gravel Base Material)	
3 tests @ \$260.00 per test	\$780.00
Atterberg Limits Test	
3 tests @ \$77.00 per test	\$231.00
Percent Passing a No. 200 U.S. Sieve Test	
3 test @ \$48.00 per test	\$144.00
Total Laboratory Testing	\$1,155.00

Field Testing

Sampling Subgrade Soils for M/D Relationship Testing (Assumes 1 trip)	
2 Hrs. @ \$63.00 per hour	\$126.00
In-Place Moisture Density Tests (Assumes 50 trips (including mass grading, minimum 3 tests per trip)	
150 tests @ \$59.00 per test	\$8,850.00
Observation of Rebar and Concreting (assumes 1 hour early arrival for rebar observation per trip prior to concrete placement testing, Assumes 50 trips)	
200 Hrs @ \$63.00 per hour	\$12,600.00
Compressive Strength Concrete Cylinders (with Observation) (Based on 1 set of 4 cylinders per 150 cy or fraction thereof)	
200 tests @ \$40.00 per test	\$8,000.00
Trip Charges	
101 trips @ \$70.00 per trip (4 hours or less)	\$7,070.00
Total of Field Testing	\$36,646.00
Total of Concrete Walk/Vehicular Drive and Flat Work Observation and Testing	\$37,801.00

VI. WATER HARVESTING TANK FOUNDATION TESTING

Laboratory Testing

ASTM D698 Moisture Density Relationships	
1 tests @ \$260.00 per test	\$260.00
Atterberg Limits Test	
1 tests @ \$77.00 per test	\$77.00
Percent Passing a No. 200 U.S. Sieve Test	
1 test @ \$48.00 per test	\$48.00
Total Laboratory Testing	\$385.00

Field Testing

Sampling Subgrade Soil for M/D Relationship Testing (Assumes 1 trip)	
2 Hrs. @ \$63.00 per hour	\$126.00
In-Place Moisture Density Tests (Assumes 4 trips, minimum 3 tests per trip)	
12 tests @ \$59.00 per test (minimum of 3 tests per trip)	\$708.00
Observation of Rebar and Concreting (assumes 1 hour early arrival for rebar observation per trip prior to concrete placement testing, 2 trips)	
8 Hrs @ \$63.00 per hour	\$504.00
Compressive Strength Concrete Cylinders (with Observation) (Based on 1 set of 4 cylinders per 150 cy or fraction thereof)	
8 tests @ \$40.00 per test	\$320.00
Trip Charges	
7 trips @ \$70.00 per trip (4 hours or less)	\$490.00
Total of Field Testing and Observation	\$2,148.00
Total for Water Harvesting Tank Foundation Testing	\$2,533.00

VII. BUILDING CMU WALL STRUCTURE REBAR OBSERVATION AND GROUT/MORTAR TESTING (STAGE BUILDING)

CMU Block Rebar, Embed, Grout and Mortar Testing and Observation

Full Time Observation of Rebar/Embed/Grout/Mortar Placement (Assumes 12 Days)
100 Hrs @ \$63.00 per hour \$6,300.00

Compressive Strength Grout (3.5" x 3.5" x 7") Specimens (with Observation)
(Assumes 10 Sets of 6 Pinwheel CMU Cast Grout Compressive Strength Test Specimens)
60 tests @ \$40.00 per test \$2,400.00

Compressive Strength Mortar Cube (2" x 2" x 2") Specimens (with Observation)
(Assumes 10 Sets of 6 Mortar Cube Compressive Strength Test Specimens)
60 tests @ \$40.00 per test \$2,400.00

Trip Charges
12 trips @ \$90.00 per trip (Over 4 hours) \$1,080.00

Total of Building CMU Wall Materials Testing and Observation \$12,180.00

VIII. RETAINING WALL, SEAT WALL, RAMP, STEPS, SIGNAGE AND COLUMN SUBGRADE, BACKFILL AND CONCRETE TESTING

Laboratory Testing

ASTM D698 Moisture Density Relationships
2 tests @ \$260.00 per test \$520.00

Atterberg Limits Test
2 tests @ \$77.00 per test \$154.00

Percent Passing a No. 200 U.S. Sieve Test
2 test @ \$48.00 per test \$96.00

Total Laboratory Testing \$770.00

Field Testing

Sampling Subgrade Soils for M/D Relationship Testing
(Assumes 1 trip)
2 Hrs. @ \$63.00 per hour \$126.00

In-Place Moisture Density Tests (Assumes 50 trips for subgrade and backfill, minimum 3 tests per trip)
 200 tests @ \$59.00 per test \$11,800.00

Observation of Rebar and Concreting (Assumes 1 hour early arrival for rebar observation per trip prior to concrete placement testing, Assumes Total 30 trips)
 120 Hrs @ \$63.00 per hour \$7,560.00

Compressive Strength Concrete Cylinders (with Observation)
 (Based on 1 set of 4 cylinders per 100 cy or fraction thereof)
 120 tests @ \$40.00 per test \$4,800.00

Trip Charges
 81 trips @ \$70.00 per trip (4 hours or less) \$5,670.00

Total of Field Testing \$29,956.00

Total of Retaining Wall, Seat Wall, Ramp and Column Testing \$30,726.00

IX. BOARDWALK HELICAL PILE DRILLING OBSERVATION

Field Observation and Testing

Continuous Observation of Pile Drilling (Assuming approx 175 feet long boardwalk, total 49 piles each 8 feet apart, 3 days to drill 49 piles, 16 piles per day)
 29 Hrs. @ \$63.00 per hour \$1,827.00

Trip Charges
 3 trips @ \$90.00 per trip (Over 4 hours) \$270.00

Total of Boardwalk Helical Pile Drilling Observation \$2,097.00

X. STRUCTURAL STEEL BEAM, COLUMN, DECKING, WELDING AND BOLTED CONNECTION INSPECTION (STAGE BUILDING)

Observation of Structural Steel Beam, Column, Welding and High Strength Bolted and Welded Joints Decking by Certified Welding Inspector(CWI)
 (Assumes 8 trips, Minimum 4 Hours per trip)
 32 Hrs @ \$85.00 per hour \$2,720.00

Trip Charges
 8 trip @ \$70.00 per trip \$560.00

Total of Structural Steel Observation and Testing \$3,280.00

TOTAL OF ALL OBSERVATION AND TESTING SERVICES \$106,307.00

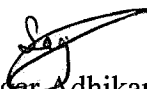
Based on the assumptions our total estimated fee to perform the aforementioned tests and services is detailed above. It should be noted that this proposal is based on the estimated number of tests and quantities mentioned in this proposal and not a lump sum price. The construction sequence or job conditions may require more or fewer testing or observation. Only work which is actually performed will be charged for and all charges will be in accordance with the corresponding unit fees quoted in this proposal or our Schedule of Fees.


We understand we have been selected for this project and therefore, when providing this estimate, we are not in violation of laws governing procurement of professional engineering services with public entities.

If this proposal is acceptable to you, please sign the enclosed copy, along with the *Agreement for Materials Engineering and Related Construction Observation and Materials Testing Services*, and mail it to us at your earliest convenience.

We trust the information provided herein is sufficient for your use. Should you have any comments and/or questions, please do not hesitate to contact us. We are looking forward to working with you.

Sincerely,
GEE Consultants, Inc.


Sagar Adhikari, B.S.C.E.
Project Engineer
SA:RWG


Richard W. Gee, P.E.
President

Enclosure
dzbranek@coppelltx.gov
mmarion@coppelltx.gov



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title:	Contract TOD Streets Materials Testing – Gee Consultants, Inc.
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on a contract with Gee Consultants, Inc., for materials testing for the TOD Streets, in an amount not to exceed \$86,488, and authorizing the Interim City manager to execute the necessary documents.

Item Summary/Background/Prior Action

With the construction of the TOD Streets project, there is a need to have an engineering firm perform materials testing and observation services to test soils, and concrete and to verify steel etc. as constructed by the contractor. This is considered a professional service and therefore not subject to the traditional request for proposals or bidding process. The project consists of constructing N. Corinth Street realignment, Main Street, and Agora Way.

The Engineering Division has had previous experience with this firm, and they provide excellent customer service and proactively ensure the client’s best interest.

Financial Impact

\$86,488 as budgeted from the Capital Improvement Fund.

Staff Recommendation/Motion

To approve the contract with Gee Consultants, Inc for materials testing for the TOD Streets project in an amount not to exceed \$86,488 and authorizing the Interim City Manager to execute the necessary documents.

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

This agreement (“Agreement”) is made by and between the City of Corinth, Texas, a home-rule municipal corporation (“City”) and GEE Consultants, Inc. (“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: **TOD Streets 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 solicited a request for a proposal for the Project and Consultant provided a response as a professional service; and

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

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

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

Article I
Incorporation of Recitals/Agreement Documents/Term

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

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

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

Article II
Scope of Service

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

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

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

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

Article III
Schedule of Work – Project Completion

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

**Article IV
Compensation and Method of Payment**

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and 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 in accordance with the Scope of Services.

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

If intended for City:

Attn:
George S. Marshall, P.E., CFM
City Engineer
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: 940-498-3265
George.marshall@cityofcorinth.com
cc. Andrea.Parker@cityofcorinth.com

If intended for Consultant:

Attn:
Richard W. Gee, P.E.
President
GEE Consultants, Inc.
10046 Monroe Drive
Dallas, TX 75229
214-325-5433
richardgee@geeconsultants.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 requirements set by the City finance department, and written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent

stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

6.11 Debarment and Suspension.

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

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

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

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

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

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

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

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

designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

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

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

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

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. If Consultant has not met one or more percentage benchmarks, 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"**, 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.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2022.

CITY OF CORINTH, TEXAS

By: _____
Lee Ann Bunselmeyer, Interim City Manager

Attest:

By: _____
Lana Wylie, City Secretary

Approved As To Form:

By: _____
Patricia A. Adams, City Attorney

EXECUTED this 10th day of August 10, 2022.

CONSULTANT

Gee Consultants, Inc.

By: Richard W. Gee

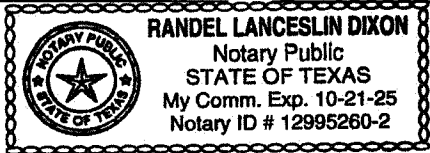
Name: RICHARD W. GEE, P.E.

Title: PRESIDENT

**ACKNOWLEDGMENTS
CONSULTANT**

STATE OF TEXAS)
)
COUNTY OF Dallas)

This instrument was acknowledged before me on the 10th day of August, 2022 by RICHARD W. GEE, P.E., of GEE CONSULTANTS, INC. PRESIDENT on behalf of such entity.



Randel Dixon
Notary Public, State of Texas

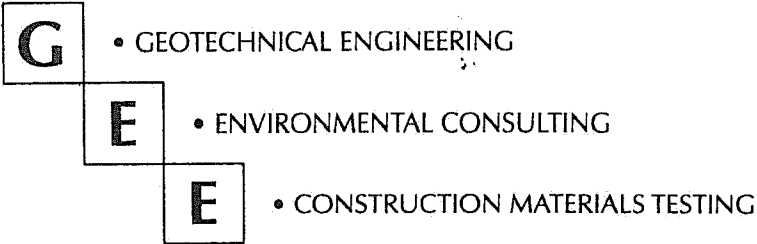
CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the _____ day of _____, 2022 by **Lee Ann Bunselmeyer**, Interim 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



GEE Consultants, Inc.

10046 Monroe Drive • Dallas, Texas 75229 • (214) 352-5433 • Fax (214) 352-6972

EXHIBIT "B"

August 4, 2022

Mr. George S. Marshall, P.E., CFM
City of Corinth
City Engineer
3300 Corinth Pkwy.,
Corinth, TX 76208
Phone: 940-498-3265
via: George.Marshall@cityofcorinth.com

RE: Proposal No. 2220502
Transit Oriented Development (TOD)
Agora District
Street and Utility Improvements
CIP21-0002
for
The City of Corinth
Denton County, Texas

Dear Mr. Marshall:

In accordance with your request, we are pleased to submit the following proposal for materials testing and observation services for the above referenced project. The proposal is based on the plans and specifications prepared by Jones | Carter, NCTCOG Construction Standards, geotechnical report recommended testing and typical testing frequencies.

Our proposal addressing necessary materials testing and observation services for the proposed Corinth at Agora project is included under separate cover.

We estimate the fees will be as follows:

I. PAVEMENT SUBGRADE/FLEXIBLE BASE, HAND PLACED PARKING AND STAMPED CONCRETE SUBGRADE PREPARATION

A. Subgrade

Laboratory Testing

Moisture Density Relationships

3 Subgrade, 2 Flexible Base proctor tests @ \$260.00 per test \$1,300.00

Atterberg Limits Test

5 tests @ \$77.00 per test \$385.00

Gradation Testing of Flexible Base Materials

2 tests @ \$75.00 per test \$150.00

Percent Passing a No. 200 Sieve Testing of Subgrade Materials

3 tests @ \$48.00 per test \$144.00

Total Laboratory Testing \$1,979.00

Field / Laboratory Testing and Observation of Subgrade Lime Treatment and Compaction Operations

Sampling of Subgrade and Flexible Base Materials

(Assumes 2 trips)

4 Hrs. @ \$63.00 per hour \$252.00

Flexible Base Depth Checks Testing (1 test every 250 sy, assumes testing performed on same trip as in-place density testing)

40 Hrs. @ \$63.00 per hour \$2,520.00

In-Place Moisture and Density Tests (based on 21 trips for subgrade, 15 trips for flexible base, 1 test per 250 l.f., minimum 3 tests per trip)

105 tests @ \$59.00 per test \$6,195.00

Trip Charges

36 trips @ \$70.00 per trip (4 hours or less) \$2,520.00

Total of Field Testing and Observation \$11,487.00

Total of Flexible Base and Untreated Pavement Subgrade Testing \$13,466.00

II. UTILITY AND GRAVITY WALL BACKFILL AND CONCRETE TESTING

Laboratory Testing

ASTM D698 Moisture Density Relationships
6 tests @ \$260.00 per test \$1,560.00

Atterberg Limits Test
6 tests @ \$77.00 per test \$462.00

Percent Passing a No. 200 U.S. Sieve Test
6 test @ \$48.00 per test \$288.00

Total Laboratory Testing \$2,310.00

Field Testing

Junction Box Rebar Pre-pour Observations

30 Hrs. @ \$63.00 per hour \$1,890.00

Concrete Mix Observation (assumes 25 testing trips for 16 curb/drop/reverse curb/gate inlets (walls/throats/tops), 10 trips for J boxes (A, B and C), 3 trips for gravity wall leveling pads, 2 trips for head walls and 8 trips for manholes)

136 Hrs. @ \$63.00 per hour \$8,568.00

Compressive Strength Concrete Cylinders (4 cylinders per trip with observation)
192 tests @ \$40.00 per test \$7,680.00

In-Place Moisture Density Tests (based on 1 test per approximately 250 L.F., per 1 foot lift of trench backfill), assumes 19 trips for storm drains/laterals/wing wall backfill (74 density tests), 10 trips for water line/laterals (44 density tests), 7 trips for sanitary sewer (41 density tests), 7 trips for manhole backfill (40 density tests), 25 trips for J Box Backfill (75 density tests), 2 trips for Trib 3 Cleanout Subgrade (26 density tests), 6 trips for gravity wall backfill (18 tests), minimum 3 tests per trip)
318 tests @ \$59.00 per test (minimum of 3 tests per trip) \$18,762.00

Trip Charges
122 trips @ \$70.00 per trip (4 hours or less) \$8,540.00

Total of Field Testing and Observation	\$45,440.00
Total for Utility Backfill and Concrete Testing	\$47,750.00

III. MACHINE/HAND PLACED/STAMPED REINFORCED CONCRETE PAVEMENT

Observation of Concreting (assumes 14 trips for testing machine placed pavement, 14 trips for testing hand placed pavement, 2 trips for stamped concrete, no rebar inspection) 204 Hrs @ \$63.00 per hour	\$12,852.00
Compressive Strength Concrete Cylinders (with Observation) (Based on 1 set of 4 cylinders per 150 cy or fraction thereof) 128 tests @ \$40.00 per test	\$5,120.00
Trip Charges 14 trips @ \$90.00 per trip (Over 4 hours)	\$1,260.00
16 trips @ \$70.00 per trip (4 hours or less)	\$1,120.00
Total of Concrete Pavement Observation and Testing	\$20,352.00

IV. PERIODIC LIGHT POLE FOUNDATION CAST-IN-PLACE CONCRETE CONSTRUCTION

Field Testing

Periodic Rebar and Concrete Mix Observation (assumes 4 trips for rebar observation and concrete testing) 16 Hrs. @ \$63.00 per hour	1,008.00
Compressive Strength Concrete Cylinders, 1 set of 4 per trip (with observation) 16 tests @ \$40.00 per test	\$640.00
Trip Charges 4 trips @ \$70.00 per trip (4 hours or less)	\$280.00
Total of Field Testing and Observation	\$1,928.00

V. PERIODIC SIDEWALK SUBGRADE AND CONCRETE TESTING

Laboratory Testing

ASTM D698 Moisture Density Relationship
(Crushed Stone and On-site Material)

1 test @ \$260.00 per test \$260.00

Atterberg Limits Test

1 test @ \$77.00 per test \$77.00

Percent Passing a No. 200 Sieve Tests

1 test @ \$48.00 per test \$48.00

Total Laboratory Testing \$385.00

Field Testing

In-Place Moisture Density Tests (based on 1 test per 250 L.F.,
assumes 3 trips for testing approx. 900 LF of sidewalk, minimum 3 tests per trip)

9 tests @ \$59.00 per test (minimum of 3 tests per trip) \$531.00

Observation of Rebar and Concreting (assumes 1 hour early arrival for rebar observation
per trip prior to concrete placement testing)

12 Hrs @ \$63.00 per hour \$756.00

Compressive Strength Concrete Cylinders (with Observation)
(Based on 1 set of 4 cylinders per 150 cy or fraction thereof)

12 tests @ \$40.00 per test \$480.00

Trip Charges

12 trips @ \$70.00 per trip (4 hours or less) \$840.00

Total of Field Testing \$2,607.00

Total of Concrete Sidewalk Observation and Testing \$2,992.00

TOTAL OF ALL OBSERVATION AND TESTING SERVICES \$86,488.00


Based on the assumptions our total estimated fee to perform the aforementioned tests and services is detailed above. It should be noted that this proposal is based on the estimated number of tests and quantities mentioned in this proposal and not a lump sum price. The construction sequence or job conditions may require more or fewer testing or observation. Only work which is actually performed will be charged for and all charges will be in accordance with the corresponding unit fees quoted in this proposal or our Schedule of Fees.


We understand we have been selected for this project and therefore, when providing this estimate, we are not in violation of laws governing procurement of professional engineering services with public entities.

If this proposal is acceptable to you, please sign the enclosed copy, along with the *Agreement for Materials Engineering and Related Construction Observation and Materials Testing Services*, and mail it to us at your earliest convenience.

We trust the information provided herein is sufficient for your use. Should you have any comments and/or questions, please do not hesitate to contact us. We are looking forward to working with you.

Sincerely,
GEE Consultants, Inc.


Sagar Adhikari, B.S.C.E.
Project Engineer
SA:RWG


Richard W. Gee, P.E.
President

Enclosure
andrea.parker@cityofcorinth.com
kmorgan@jonescarter.com
dleslie@jonescarter.com



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title:	Agreement Lake Sharon POA Maintenance Agreement
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

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

Item Summary/Background/Prior Action

In 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Homeowners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2022 water equivalency rate of \$.0229 per square yard which is based on the per square yard rate that the City pays on the current mowing contract. The Lake Sharon POA has a City Park (dedicated and owned by Corinth) and property at the entrances to the subdivision which are maintained by the POA.

Staff is proposing a contract effective date of October 1, 2022. The contract includes a termination date of September 30, 2024, with an annual water credit in the amount of \$11,720. This is an increase of \$212.28 per year from the 2020 agreement. The proposed contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

Financial Impact

Funds for water credits will be included in the budget for FY2022-2023.

Staff Recommendation/Motion

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2022.

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

This AGREEMENT is entered into this 1st day of October 2022, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Lake Sharon Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

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

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

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

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

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until September 30, 2024.

II. Maintenance Obligations of Association.

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

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

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

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

III. Water Equivalency Credit.

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

B. Association shall have a Water Equivalency Credit of **\$11,720.**

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

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

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

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

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

IV. Termination

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

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

V. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CORINTH, TEXAS

Lee Ann Bunselmeyer, Interim City Manager

ATTEST

Corinth City Secretary

HOMEOWNER ASSOCIATION

Christi Sessions

Christi Sessions, President

Address for notice: Lake Sharon Estates HOA
C/O RealManage
PO Box 803555
Dallas, Texas 75380

Phone: (866) 473-2573

EXHIBIT A




EXHIBIT B


The Association is responsible for the following tasks:


1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - i. 8' above sidewalks
 - ii. 15' above roadways
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (litter) (as needed)
4. Pay electricity bills (as needed)


TITLE Lake Sharon Estates HOA ROW Agreement - 2022
FILE NAME 2022 Lake Sharon ...ROW Agreement.pdf
DOCUMENT ID fc5cfbb0c688355c2c9c9203a24bc2130a3b72da
AUDIT TRAIL DATE FORMAT MM / DD / YYYY
STATUS • Signed


Document History

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 (christi.sessions@yahoo.com)
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 (christi.sessions@yahoo.com) from
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CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title:	Agreement Meadows Oak HOA Maintenance Agreement
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

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

Item Summary/Background/Prior Action

In 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Homeowners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2022 water equivalency rate of \$.0229 per square yard which is based on the per square yard rate that the City pays on the current mowing contract. Staff is proposing a contract effective date of October 1, 2022. The contract includes a termination date of September 30, 2024, with an annual water credit in the amount of \$13,260. This is an increase of \$240 from the 2020 agreement.

The proposed contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

Financial Impact

Funds for water credits will be included in the budget for FY2022-2023.

Staff Recommendation/Motion

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2022.

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

This AGREEMENT is entered into this 1st day of October, 2022, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Meadows Oak Home Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

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

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

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

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

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until **September 30, 2024**.

II. Maintenance Obligations of Association.

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

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However, prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

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

III. Water Equivalency Credit.

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

B. Association shall have a Water Equivalency Credit of **\$13,260.00**

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

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

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

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

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

IV. Termination

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

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

V. Miscellaneous Provisions

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

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

CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TRESPASSERS.

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

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

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

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

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

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

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

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

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

into this Agreement.

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

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

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

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

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

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

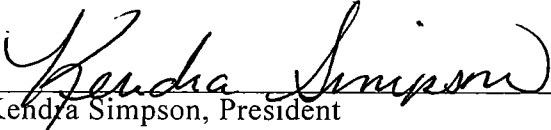
CITY OF CORINTH, TEXAS

Lee Ann Bunselmeyer, Interim City Manager

ATTEST

City Secretary

HOMEOWNER ASSOCIATION



Kendra Simpson, President

Address for notice: 3203 Mason Avenue
Corinth, Texas 76210

Phone: (972) 741-0272



Total Acres = 4 99

EXHIBIT B

The Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum two (2) times per year)
 - i. 8' above sidewalks
 - ii. 15' above roadways
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (litter) (as needed)
4. Pay electricity bills (as needed)



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title: Agreement Oakmont POA Maintenance Agreement
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

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

Item Summary/Background/Prior Action

In 1995, the City of Corinth established contracts with several Home and Property Owner Associations to pay a water equivalency rate equal to the City's cost to maintain parks and right-of-way. The rate, updated with each contract renewal, is calculated based upon the City's cost to mow and maintain public areas within the boundaries of a given HOA/ POA. In exchange for receiving the water credit, the Homeowners Associations accepted responsibility for the general mowing, watering, and maintenance of the designated areas defined by the contract.

The proposed contract includes a 2022 water equivalency rate of \$.0229 per square yard which is based on the per square yard rate that the City pays on the current mowing contract. Staff is proposing a contract effective date of October 1, 2022. The contract includes a termination date of September 30, 2024, with an annual water credit in the amount of \$70,059.20. This is an increase of \$1,269.08 from the 2020 agreement.

The proposed contract has been reviewed and signed by the President of the association and is presented within this packet for Council consideration.

Financial Impact

Funds for water credits will be included in the budget for FY2022-2023.

Staff Recommendation/Motion

Staff recommends approval and authorization for the City Manager to execute the contract as presented with an effective date of October 1, 2022.

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

This AGREEMENT is entered into this _____ day of _____ 2022, by and between the CITY OF CORINTH, TEXAS, a municipal corporation (hereinafter referred to as "City"), and the Oakmont Country Club Estates Property Owners Association, a Texas non-profit corporation ("Association"), both acting through their duly authorized officers.

WITNESSETH:

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

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

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

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

I. Term

This Agreement shall commence on the date of full execution hereof and shall remain in effect until **September 30, 2024**.

II. Maintenance Obligations of Association.

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

B. Association shall be solely responsible for hiring, paying, managing and directing its contractor. In performing any and all obligations hereunder, the Association's contractor shall be deemed an independent contractor and not an agent, contractor or employee of the City. The City is interested only in the results obtained and not in the methods used in achieving the results. However, prior to the commencement of any maintenance work under this Agreement, City shall have the right to approve any contractor hired by Association, but such approval shall not be unreasonably withheld.

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

III. Water Equivalency Credit.

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

B. Association shall have a Water Equivalency Credit of **\$70,059.20**.

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

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

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

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

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

IV. Termination

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

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

V. Miscellaneous Provisions

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

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

CONTRACORS, SUBCONTRACTORS, LICENSEES, INVITEES OR TRESPASSERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CORINTH, TEXAS

Lee Ann Bunselmeyer, Interim City Manager

ATTEST

City Secretary

HOMEOWNER ASSOCIATION



Alan Nelson, President

Address for notice: 1910 Vintage Drive
Corinth, Texas 76210

Phone: (940) 390-3925

EXHIBIT A



EXHIBIT “B”

The Association is responsible for the following tasks:

1. Landscape Maintenance (Please see Exhibit A for location of existing areas being maintained)
 - a. Mowing/trimming turf (minimum 28 cycles per year)
 - b. Edge turf (minimum 28 cycles per year)
 - c. Fertilize turf (minimum one (1) time per year)
 - d. Prune trees (minimum one (1) time per year to meet Code Compliance)
 - i. 8’ above sidewalks
 - ii. 15’ above roadways
 - e. Irrigation check (minimum six (6) times per year)
 - f. Seasonal color (as desired)
2. Irrigation repair (as needed)
3. Trash pick-up (litter) (as needed)
4. Pay electricity bills (as needed)



CITY OF CORINTH

Staff Report

Meeting Date:	8/18/2022	Title:	Tax Rate & Public Hearing Notice
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on a resolution of the City Council of the City of Corinth, Texas adopting a proposed FY23 municipal tax rate that will not exceed the voter-approval tax rate; calling a public hearing to be held on September 15, 2022 at Corinth City Hall at 7:00 p.m.; requiring publication of a Notice of Public Hearing on Tax Increase in accordance with state law; providing for the incorporation of premises; and providing an effective date.

Item Summary/Background/Prior Action

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

The public hearing on the proposed tax rate is to be held in the City Council Chambers at Corinth City Hall, 3300 Corinth Parkway in Corinth, Texas 76208 on September 15, 2022 at 7:00 p.m. The public hearing will not be held until at least seven (7) days after notice of the public hearing has been published in the Denton Record Chronicle, a newspaper having general circulation within the City, in the form of the *Notice of Public Hearing on Tax Increase* for City of Corinth.

Proposed Tax Rate	\$.54000 per \$100 valuation
Preceding Year’s Tax Rate	\$.56700 per \$100 valuation
No New Revenue Tax Rate	\$.51338 per \$100 valuation
De Minimis Tax Rate	\$.54583 per \$100 valuation
Voter Approval Tax Rate	\$.56010 per \$100 valuation

The FY23 Proposed Budget was submitted to City Council on July 31, 2022 as required by the City Charter. The proposed budget is also available online on the City’s website www.cityofcorinth.com.

Applicable Owner/Stakeholder Policy

Chapter 26 of the Texas Tax Code, as amended by the Texas Legislature in the 86th Legislative Session, requires the City Council to have a record vote establishing a public hearing date on the municipal property tax rate.

Staff Recommendation/Motion

Proposed Motion to publish a Proposed Tax Rate of \$0.56000 which exceeds the No New Revenue Tax Rate of \$0.51338:

I move to approve a resolution placing a proposal on the September 15, 2022 Council Agenda to consider a FY 2023 property tax rate of \$.56000, per one hundred dollars (\$100) of valuation, which exceeds the no-new-revenue tax rate of \$0.51338 and the De Minimis Tax Rate of \$0.54583, but does not exceed the voter-approval tax rate of \$0.56010, and to set the public hearing on the proposal to consider approving the tax rate for Thursday, September 15 at 7:00 p.m. at Corinth City Hall at 3300 Corinth Parkway, Corinth, Texas 76208.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 22-08-18-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS ADOPTING A PROPOSED FY23 MUNICIPAL TAX RATE THAT WILL NOT EXCEED THE VOTER-APPROVAL TAX RATE; CALLING A PUBLIC HEARING TO BE HELD ON SEPTEMBER 15, 2022 AT CORINTH CITY HALL AT 7:00 P.M.; REQUIRING PUBLICATION OF A NOTICE OF PUBLIC HEARING ON TAX INCREASE IN ACCORDANCE WITH STATE LAW; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, chapter 26 of the Texas Tax Code, as amended by the Texas Legislature in the 86th Legislative Session, requires the City Council to have a record vote establishing one public hearing date on the FY22 municipal property tax rate; and

WHEREAS, the City Council desires to consider adopting a proposed tax rate of \$0.56000, which will not exceed the voter-approval rate; and

WHEREAS, the City has calculated the voter-approval rate, and the proposed tax rate does not exceed such rates; and

WHEREAS, the City Council has determined it necessary to adopt this Resolution to set a public hearing on the proposed tax rate.

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

SECTION 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Corinth, Texas, and are fully incorporated into the body of this resolution.

SECTION 2. The City Council hereby approves the placement of an item on the September 15, 2022, City Council public meeting agenda to vote on a proposed tax rate of \$0.56000 per \$100 valuation that will not exceed the voter-approval tax rate of \$0.56010.

SECTION 3. The City Council hereby calls a public hearing on the proposed tax rate to be held in the City Council Chambers at Corinth City Hall, 3300 Corinth Parkway in Corinth, Texas 76208 on September 15, 2022, at 7:00 p.m. The public hearing will not be held until at least seven (7) days after notice of the public hearing has been published in the *Denton Record Chronicle*, a newspaper having general circulation within the City, in the form of the Notice Of Public Hearing on Tax Increase for City of Corinth, which can be found in Exhibit A attached to this resolution, made a part hereof for all purposes. Notice of public hearing will also be posted continuously for at least seven (7) days prior to the date of the public hearing on the tax rate and at least seven (7) days prior to the vote on the proposed tax rate on the City's webpage at www.cityofcorinth.com. The City Manager, or his designee, is hereby directed to publish said notice in accordance with this Resolution and in accordance with Tex. Tax Code §26.06, et seq. At the public hearing, the City Council will afford adequate opportunity for both proponents and opponents of the tax rate to present their views.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval at a regular meeting of the City Council of the City of Corinth, Texas on this the 18th day of August 2022, at which meeting a quorum was present and the meeting was held in accordance with the provisions of Tex. Gov't Code §551.001, *et seq.* The City Secretary is hereby directed to record this resolution and the vote on the proposal to place the item for a public hearing on the September 15, 2022, City Council agenda.

PASSED AND APPROVED this the 18th day of August 2022.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

<u>Council Member</u>	<u>Voted For</u>	<u>Voted Against</u>
Bill Heidemann, Mayor	_____	_____
Sam Burke, Mayor Pro Tem	_____	_____
Scott Garber	_____	_____
Steve Holzwarth	_____	_____
Tina Henderson	_____	_____
Kelly Pickens	_____	_____

EXHIBIT A
NOTICE OF 2022 TAX YEAR PROPOSED PROPERTY TAX RATE