

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION
Thursday, November 18, 2021 at 5:45 PM
City Hall | 3300 Corinth Parkway

Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at www.cityofcorinth.com/remotesession. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

A. NOTICE IS HEREBY GIVEN of a Workshop and Regular Session of the Corinth City Council. The Regular Session is to be held immediately following the Workshop Session.

B. CALL TO ORDER

C. WORKSHOP AGENDA

1. Receive a report, hold a discussion, and provide staff direction on Home Rule Charter amendments.
2. Presentation of the Planning & Zoning Commission Annual Report by Cody Gober, Commissioner, Place 2.
3. Provide an update on the Commons at Agora Project.
4. Discuss potential modifications to the City's ETJ boundaries.
5. Discuss the redistricting map for the Denton County Commissioner's Court.
6. Receive a report and hold a discussion on the request submittal for the Denton County Transportation Bond Program.
7. 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 approval of minutes from the November 4, 2021, City Council Meeting.

2. Consider and act on an interlocal agreement between Denton County and the Lake Cities Fire Department to provide fire protection services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.
3. Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department to provide Ambulance Services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.
4. Consider authorizing the purchase of bunker gear for Lake Cities Fire Department personnel, from Metro Fire through the Buy Board, in an amount not to exceed \$58,225, and authorizing the City Manager to execute the necessary documents.
5. Consider authorizing the purchase of replacement radios for the Fire Department, from Motorola Solutions, in an amount not to exceed \$560,000, and authorizing the City Manager to execute the necessary documents.
6. Consider authorizing the purchase of replacement radios for the Police Department, from Motorola Solutions, in an amount not to exceed \$350,506, and authorizing the City Manager to execute the necessary documents.
7. Consider authorizing the purchase of a new submersible pump and rebuilding an existing submersible pump with Global Pump Solutions for the Barrel Strap Lift Station, in an amount not to exceed \$75,000, and authorizing the City Manager to execute the necessary documents.
8. Consider approval of a Resolution authorizing the change of Authorized Representatives for the Texas Short Term Asset Reserve Program (TexSTAR).
9. Consider approval of a Resolution authorizing the change of Authorized Representatives for the Texas Local Government Investment Pool (TexPool).

H. BUSINESS AGENDA

10. Consider approval of the 2022-2027 Technology Strategic Plan to enhance the vitality and quality of life for all in Corinth through sustainable, reliable, efficient, and effective technology services, infrastructure, and smarter government.
11. Consider and act on an Interlocal Agreement (ILA) with Lake Dallas, Hickory Creek, and Shady Shores for Phase Two of the broadband initiative, with Corinth managing the contract terms.

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

The City Council will convene in such executive or closed session to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code. After discussion of any matters in closed session, any final action or vote taken will be public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

Section 551.071 - 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. C&JJ Investments, LLC v. City of Corinth, Cause No. 21-5053-431, (431st Judicial District, Denton County, Texas).

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

a. 1.747 acres, more or less, of land consisting of Lots 1,2, and 3, Block B of the F&H Addition north of Walton Drive and east of North Corinth Street. (H3)

b. Lot 1, Block A of the F&H Addition. (H3)

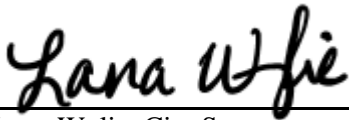
Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which 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

Posted on this 12th day of November 2021, at 11:30 A.M., on the bulletin board at Corinth City Hall.



Lana Wylie, City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	11/18/2021	Title: Amendment Charter								
Ends:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" 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:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Planning & Zoning Commission</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Parks & Recreation Board</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Finance Audit Committee</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Keep Corinth Beautiful</td> <td style="border: none;"><input type="checkbox"/> Ethics Commission</td> </tr> </table> <p style="margin-top: 10px;">N/A</p>		<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 Home Rule Charter amendments.

Item Summary/Background/Prior Action

A home-rule city can amend its charter through a vote of its residents but not more often than every two years. Corinth voters last amended the charter in 2016. Staff recommends the council consider amending the charter in two potential areas:

1. Proposed Modification: Change the term of a council member from two years to three years with two council being elected every year rather than three.

Although Texas charters overwhelmingly call for staggered two-year terms for mayors and council members, it would nevertheless be pertinent to discuss, at least briefly, the generally cited advantages of two, three, and four-year terms and of staggered versus concurrent terms.

Two-year term

The principal advantage of the two-year term is that it requires council members to submit themselves frequently to the voters. It also permits citizens to serve as council members for short periods of time.

The disadvantage of two-year terms is that they require an almost constant campaign readiness for those members who wish to extend their council service, or for potential opponents. For new members, two years is a short time to become acquainted with the intricacies of city government and to learn about the problems of city agencies and programs or those parts of the city with which they may have had no prior experience.

Three-year term

A three-year term’s principal advantage is that it lengthens the period of service before engaging in the election process, giving a member time to compile a record that voters can assess during the election process and giving a new member

time to become proficient in the job. The three-year term also clearly differentiates council service from other public offices. It is a long enough time to accomplish something, but too short to feel like there is a lease on the position.

2. Proposed Modification: That the position of mayor pro-tem be formally established in the charter. The council may also wish to consider the method of selecting the mayor pro-tem, e.g., by vote of the council members, appointment by the mayor, the council member being the longest tenured member, or by rotation.

The City of Corinth’s Home Rule Charter does not provide direction for Mayor Pro tem. The Texas Local Government Code is as outlined:

ORGANIZATION OF MUNICIPAL GOVERNMENT

MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE.

- (a) The mayor shall preside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.
- (b) At each new governing body's first meeting or as soon as practicable, the governing body shall elect one council member to serve as president pro tempore for a term of one year.
- (c) If the mayor fails, is unable, or refuses to act, the president pro tempore shall perform the mayor's duties and is entitled to receive the fees and compensation prescribed for the mayor.
- (d) If the mayor and the president pro tempore are absent, any council member may be appointed to preside at the meeting.

Financial Impact

This item would be considered at the May 2022 election cycle.

Staff Recommendation/Motion

N/A



CITY OF CORINTH Staff Report

Meeting Date:	11/18/2021	Title:	Planning & Zoning Commission Annual Report
Ends:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" 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 checked="" type="checkbox"/> Customer <input checked="" type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input 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

Presentation of the Planning & Zoning Commission Annual Report by Cody Gober, Commissioner, Place 2.

Item Summary/Background/Prior Action

Cody Gober, Planning & Zoning Commissioner, Place 2, will provide a presentation on the Planning & Zoning Commission’s actions in the 2020-2021 Fiscal Year.

Staff Recommendation/Motion

N/A



CORINTH

PLANNING & DEVELOPMENT

Planning and Zoning Commission
Annual Report to City Council

Cody Gober, Commissioner, Place 2
November 18, 2021

PLANNING AND ZONING COMMISSION MEMBERS FY 2020-2021

Place 1: Jennifer Olive

Place 2: Cody Gober

Place 3: Chair Brian Rush - **Resigned**

Place 4: Vice-Chair Lindsey Baker - **Resigned**

Place 5: Rodney Thornton

Place 6 (2nd Alternate): Wade May

Place 7 (1st Alternate): Billy Roussel III

PLANNING AND ZONING COMMISSION MEMBERS*

FY 2021-2022

Place 1: Katiebeth Bruxvoort

Place 2: Cody Gober

Place 3: Billy Roussel, III

Place 4: Wade May

Place 5: Rodney Thornton

Place 6 (2nd Alternate): Rebecca Rhule

Place 7 (1st Alternate): Alan Nelson

* Chair and Vice-Chair appointment pending

PLANNING AND ZONING COMMISSION FUNCTIONS

- Conduct public hearings, discuss and approve or make recommendations to City Council regarding:
 - Planned Development Amendments
 - Plat Approvals
 - Rezoning Requests
 - Comprehensive Plan Amendments
 - Subdivision Ordinance Amendments
 - Thoroughfare Plan Amendments
 - Zoning Ordinance Amendments
 - Unified Development Code Amendments

PLANNING AND ZONING COMMISSION FY 2020-2021 OVERVIEW

Section C, Item 2.

- Preliminary Plats 3 cases
- Final Plats 1 case
- Replats/Other plats 4 cases
- Zoning 5 cases
- Ordinance Amendments 0 cases
- Comp Plan Amendments 1 case

Total: 14

ZONING CASES

- Walton Ridge Planned Development Amendment
- Ashford Park Planned Development
- Landmark at Tower Ridge Planned Development
- Avilla Fairways Planned Development
- Parkway District Planned Development

Total: 5

APPROVED PLATS

- Preliminary Plats:
 - Tower Ridge Single Family (The Oaks at Tower Ridge) – 17 lots
 - Walton Ridge – 164 lots
 - Ashford Park – 455 lots
- Final Plats:
 - Lake Sharon Phase III – 74 lots
- Replats:
 - Blount Subdivision
 - Metroplex Cabinets Addition
 - North Central Texas College
 - Anchor Bay Storage

Total: 8

COMPREHENSIVE PLAN

- Future Land Use Map Amendment – removing the Educational Place Type and reassigning parcels as Institutional/Public/Civic and Mixed-Use TOD Place Types, and related amendments.

Total: 1

Speaking for myself and the rest of the members of Corinth's Planning and Zoning Commission, we wish to thank the City Council for the opportunity to serve the City.

The members of the Commission thoughtfully consider the impact that their decisions have on the community, weighing the immediate needs with the long-term goals of the City.

We look forward to being an integral part of the future growth of the City of Corinth.



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021 Title: Update Commons at Agora Project
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 checked="" 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

Provide an update on the Commons at Agora Project.

Item Summary/Background/Prior Action

Staff will provide an update on the Commons at Agora Project.

Financial Impact

N/A

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title: Update ETJ - Denton
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 N/A	

Item/Caption

Discuss potential modifications to the City's ETJ boundaries.

Item Summary/Background/Prior Action

Approximately eleven lots (south of Oak Bluff Drive) on Waterfront Court and Serendipity Hills Court appear to be in Corinth but are actually in the Denton ETJ. The lots are on city platted streets and receive utility services from Corinth, including trash pickup. Staff proposed the City enter into an agreement with Denton to transfer these eleven lots from the Denton ETJ to the Corinth ETJ. With the new annexation laws, we may not be able to do anything with it.

Staff Recommendation/Motion

N/A

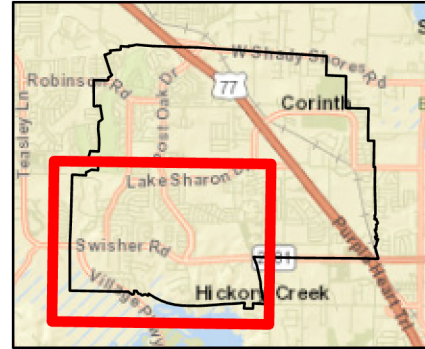
Denton ETJ

- ETJ
- Denton
 - Hickory Creek

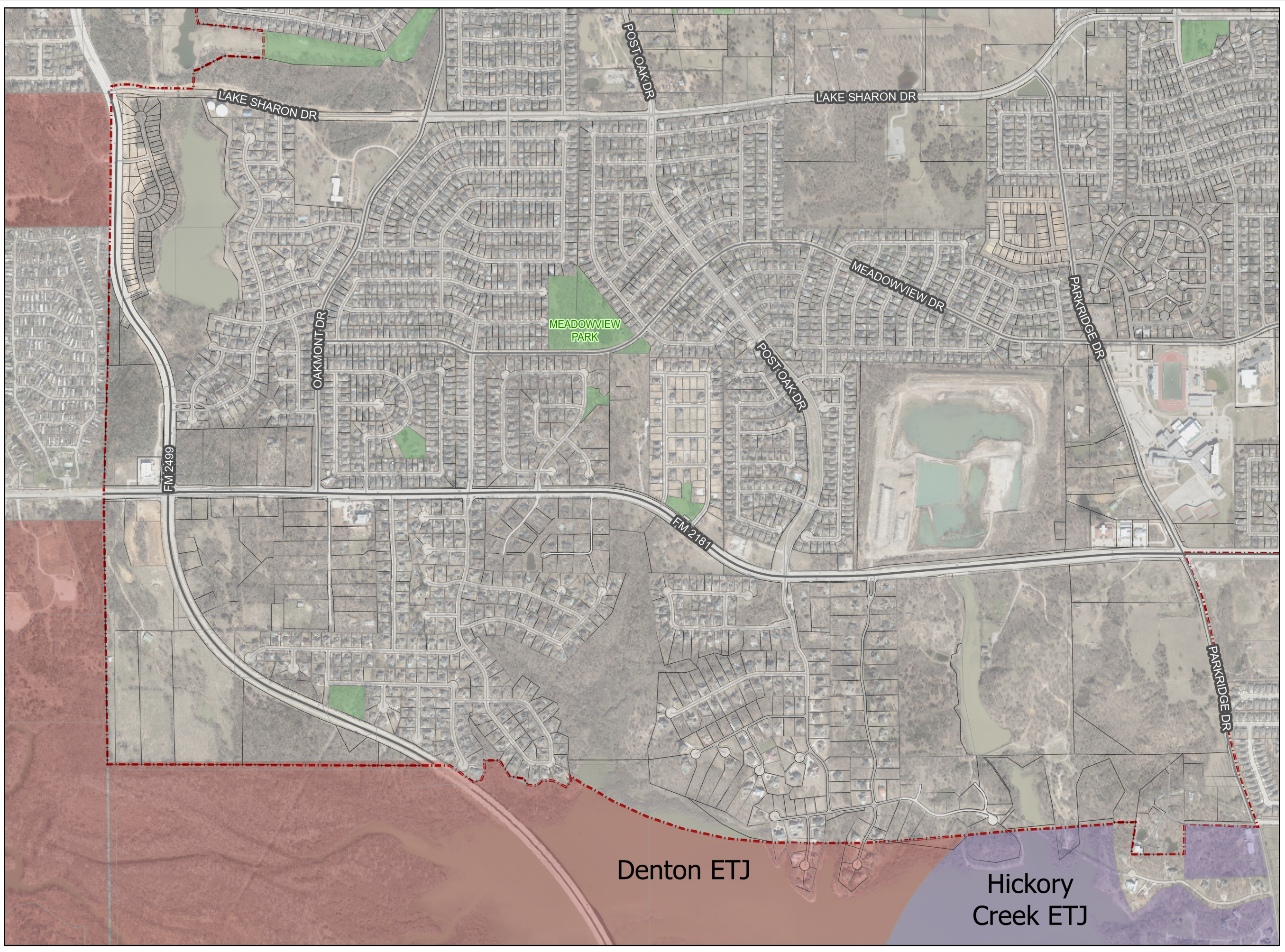


0 450 900
Feet

1 inch equals 900 feet





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Denton ETJ

Hickory
Creek ETJ

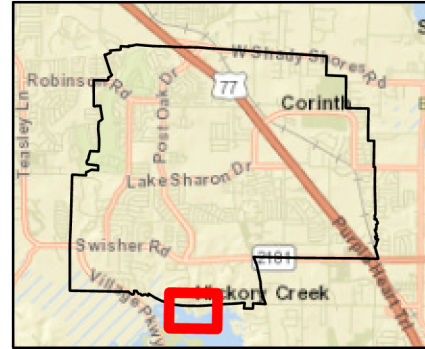
Denton ETJ

-  Denton
-  Hickory Creek

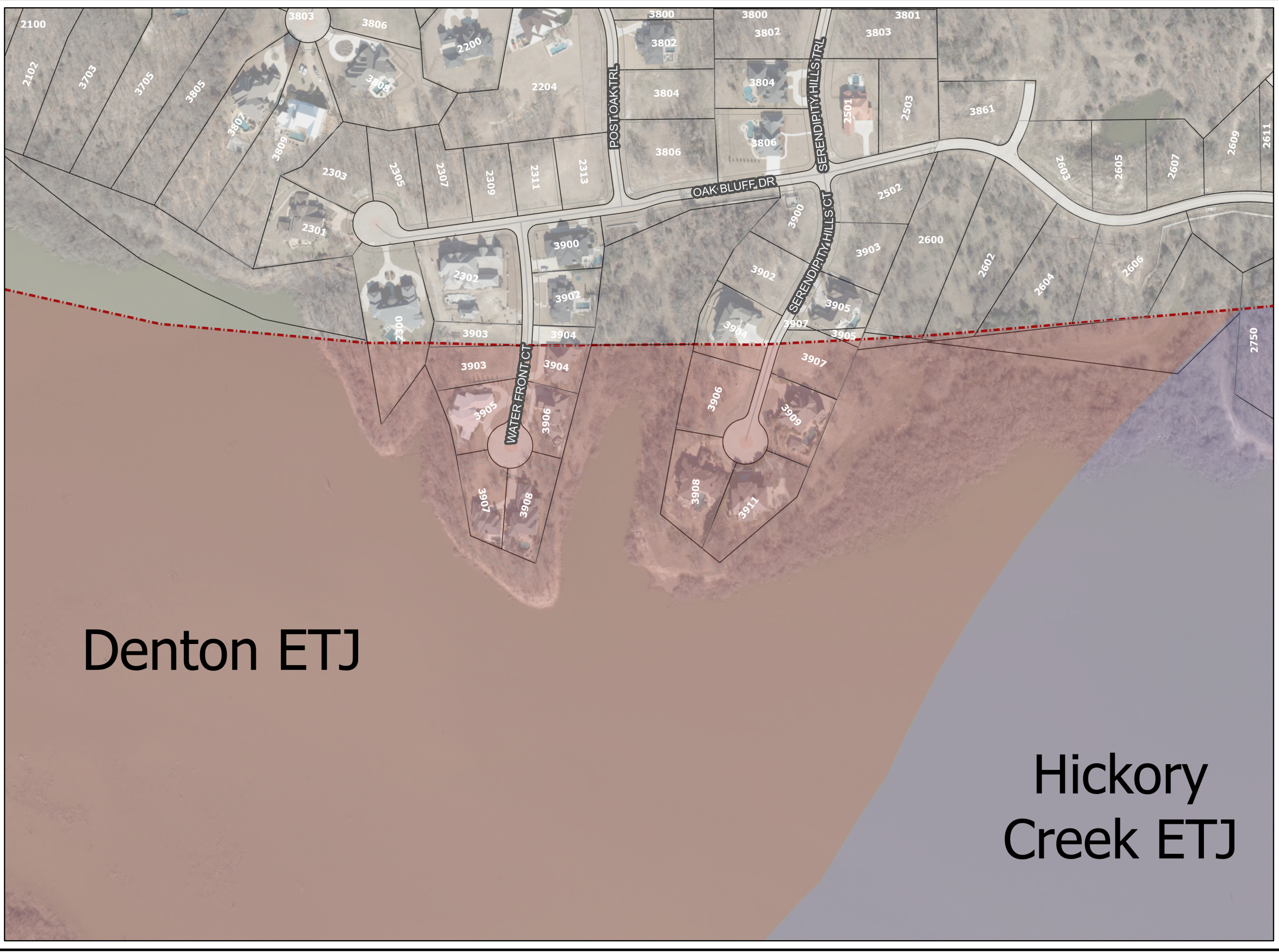


0 100 200
Feet

1 inch equals 200 feet



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Denton ETJ

Hickory Creek ETJ



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title:	Update County Redistricting Maps
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 checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Discuss the redistricting map for the Denton County Commissioner’s Court.

Item Summary/Background/Prior Action

On Oct. 28, proposed redistricting maps were posted on the Denton County website to begin receiving public input. The first meeting was held on Nov. 2 with a second meeting on Nov. 9. Public input was welcomed based on the map at aidetocommissionerscourt@dentoncounty.gov. The county’s goal was to have the redistricting process completed in time for the first day for candidates to file for a place on the 2022 general primary election ballot on Nov. 13.

A joint letter was sent to the Judge and Court members signed by Mayors Heidemann and Aughinbaugh. Denton County approved the redistricting maps for commissioner precincts, justice of the peace and constable precincts as well as voting precincts.

Financial Impact

N/A

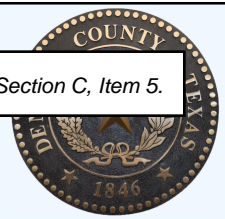
Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

N/A

Section C, Item 5.



Andy Eads - County Judge
Ryan Williams - Commissioner Precinct 1
Ron Marchant - Commissioner Precinct 2
Bobbie J. Mitchell - Commissioner Precinct 3
Dianne Edmondson - Commissioner Precinct 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS
- PROPOSED COMMISSIONER PRECINCTS
- CURRENT VOTER PRECINCTS*

*Voter Precincts are subject to change

City Population

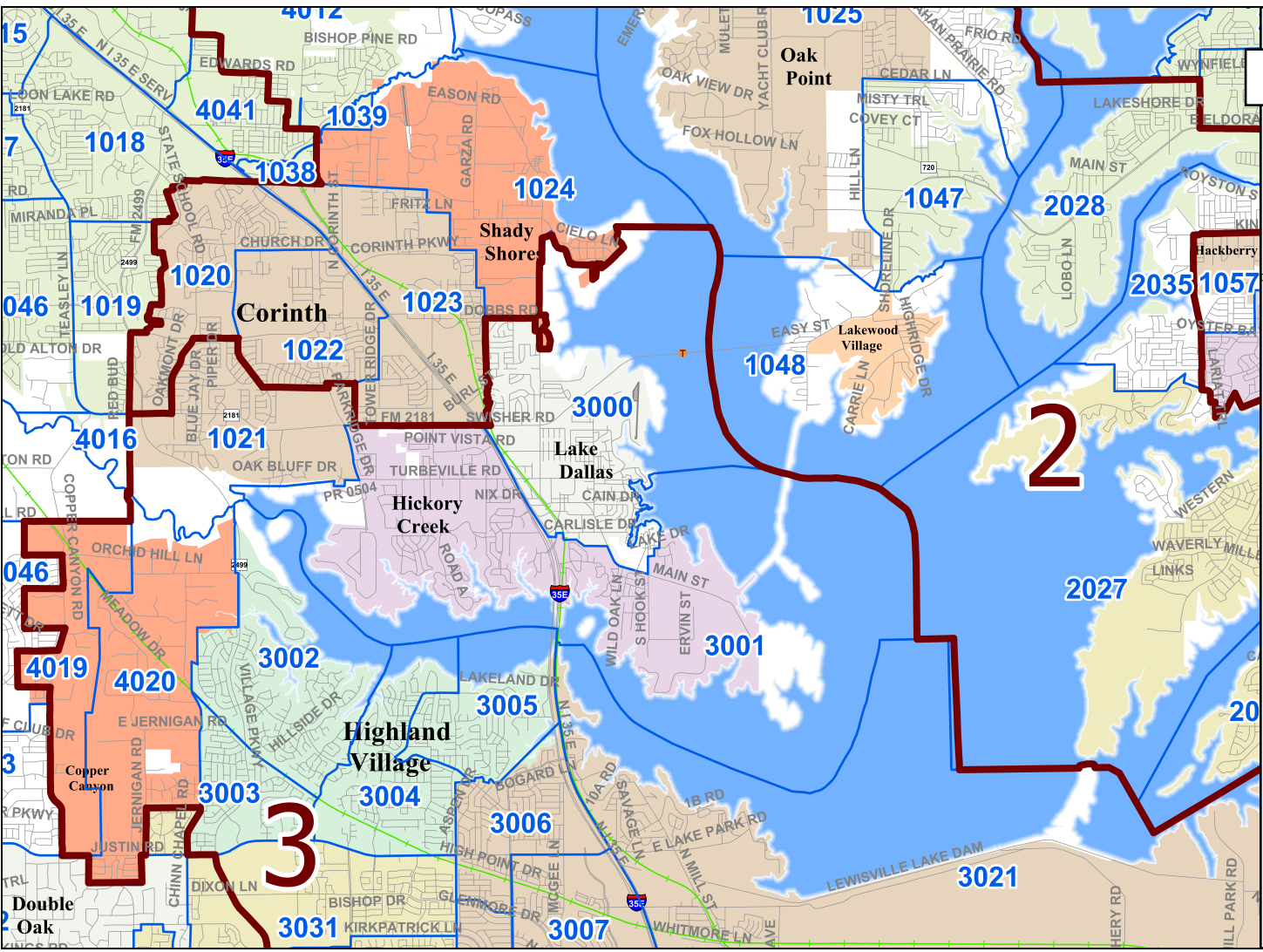
Denton > 100,000
Lewisville 40,000 - 100,000
Corinth 10,000 - 39,999
Sanger 2,000 - 9,999
Ponder < 2,000



NAD 1983
(Zone
Texas Nor
Lambert Con

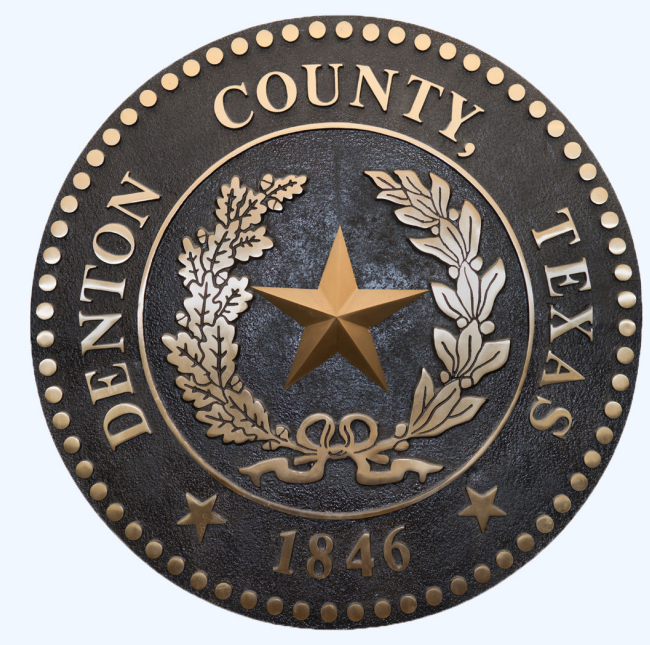
1:99,542

October 28, 2021

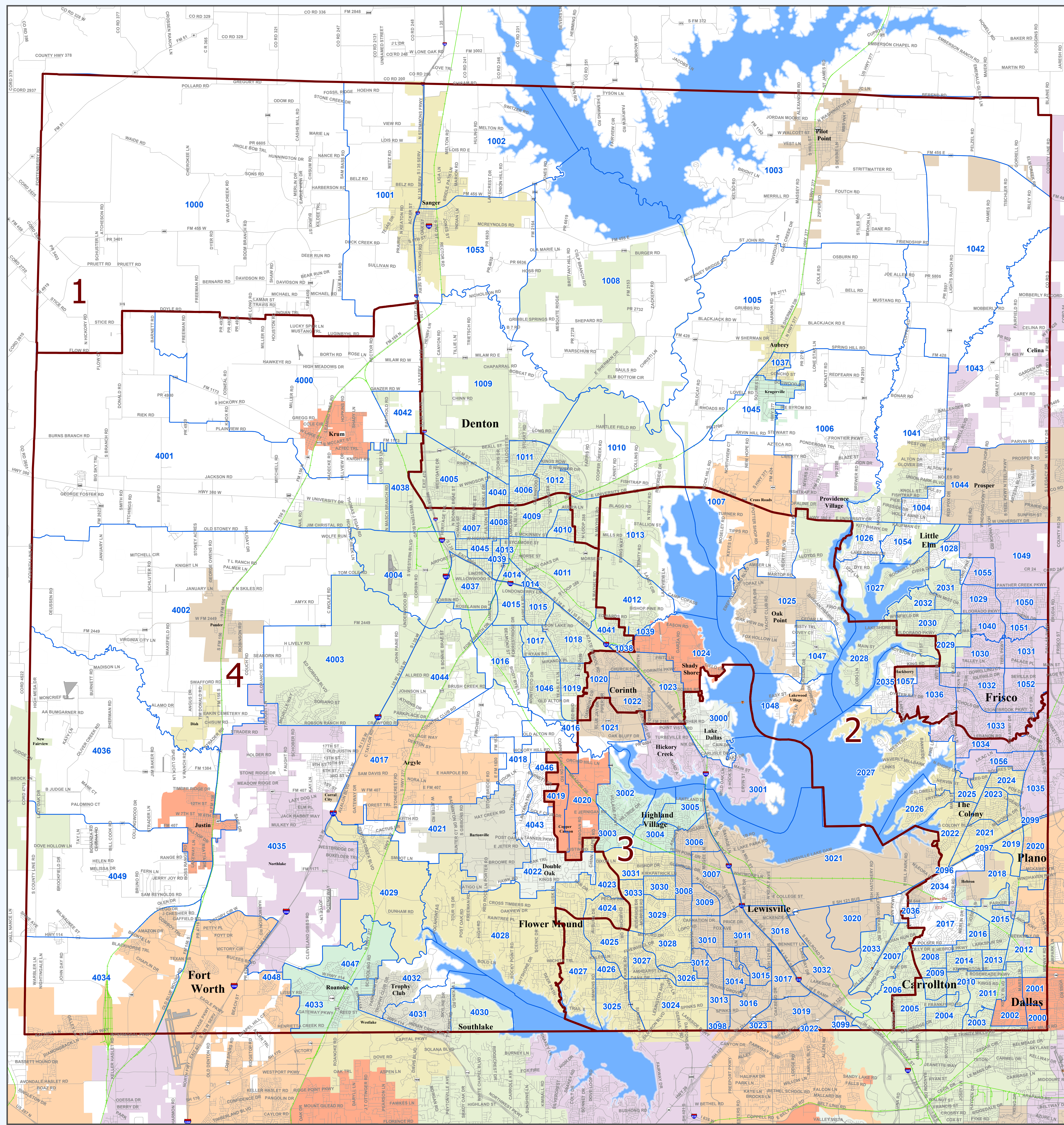


DENTON COUNTY

2021 Commissioner Redistricting Proposal



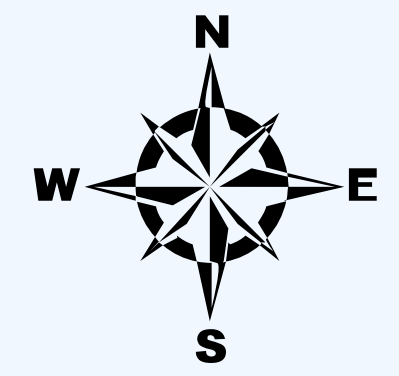
Andy Eads - County Judge
Ryan Williams - Commissioner Precinct 1
Ron Marchant - Commissioner Precinct 2
Bobbie J. Mitchell - Commissioner Precinct 3
Dianne Edmondson - Commissioner Precinct 4



- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS
- PROPOSED COMMISSIONER PRECINCTS
- CURRENT VOTER PRECINCTS*

*Voter Precincts are subject to change

City Population
 Denton > 100,000
 Lewisville 40,000- 100,000
 Corinth 10,000- 39,999
 Sanger 2,000- 9,999
 Ponder < 2,000



NAD 1983 StatePlane
(Zone 5351)
Texas North Central
Lambert Conformal

1:99,542
October 28, 2021

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

Contact Information
 Elections Department: www.votedenton.gov
 E-mail: elections@dentoncounty.gov
 Phone: (940) 349-3200
 Fax: (940) 349-3201





CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title: Report County Transportation Bond Program
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	
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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

Receive a report and hold a discussion on the request submittal for the Denton County Transportation Bond Program.

Item Summary/Background/Prior Action

Council previously discussed requesting inclusion of Shady Shores Road in the bond program. Staff would suggest you also consider including Dobbs Road, Garrison Road, and NCTC Way.

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	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	
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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 approval of minutes from the November 4, 2021, 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, November 04, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 4th day of November 2021, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lana Wylie, City Secretary
Patricia Adams, City Attorney
Michael Ross, Fire Chief
Greg Ward, Fire Division Chief
Daniel Lamperis, Fire Intern
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Glenn Barker, Public Works Director
Elise Back, Economic Development Director
John Webb, Planning & Development Director
George Marshall, City Engineer
Shea Rodgers, Chief Technology Officer
Brenton Copeland, Technology Services Manager
Lance Stacy, City Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

1. Interview a candidate for placement on the Keep Corinth Beautiful Board and discussion of same.
The City Council interviewed and discussed the applicant.
2. Receive a report, hold a discussion, and give staff direction on the Technology Services Strategic Plan.
The item was presented and discussed.

3. Receive an update on the Lake Cities Fire Department Fire Training Field with the Little Elm Fire Department and North Central Texas College.

The item was presented and discussed.

4. Discuss and provide staff direction in submitting requests to the Denton County Transportation Authority (DCTA) strategic planning session.

The item was presented and discussed.

5. Discuss and consider a response to the proposed redistricting map for Denton County.

The item was presented and discussed.

6. 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 #2 was discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the workshop session at 6:57 P.M. and convened into Closed Session.

CLOSED SESSION

The City Council will convene in such executive or closed session to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code. After discussion of any matters in closed session, any final action or vote taken will be public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

Section 551.071 - 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. C&JJ Investments, LLC v. City of Corinth, Cause No. 21-5053-431, (431st Judicial District, Denton County, Texas).

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

- a. 1.747 acres, more or less, of land consisting of Lots 1,2, and 3, Block B of the F&H Addition north of Walton Drive and east of North Corinth Street. (H3)

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 7:02 P.M.

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

Mayor Heidemann called the regular meeting to order at 7:07 P.M.

CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

There were no citizen comments made.

CONSENT AGENDA

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

1. Consider approval of minutes from the October 21, 2021, City Council Meeting.
2. Consider approval of a seven-year Lease Agreement between the Lake Cities Fire Department and Stryker Equipment in the amount of \$64,194 per year, for city-wide automated external defibrillators, heart monitors, power cots, and stair chair and authorize the City Manager to execute the necessary documents.
3. Consider approval of a contract with Sports Field Solutions to renovate the ball fields at Community Park, in an amount not to exceed \$76,158, through the Buy Board, and authorizing the City Manager to execute the necessary documents.

Motion made by Council Member Henderson to approve the consent agenda as presented. Seconded by Council Member Garber.

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

BUSINESS AGENDA

4. Consider approval of entering into a contract with the Texas Water Development Board as the administrator of the Federal Emergency Management Agency's Flood Mitigation Assistance Program and authorizing the City Manager to execute the necessary documents. Total project cost \$3,876,844.20, Federal Share Not to exceed \$2,907,633.14, Local Share estimated to be \$969,211.06.

Motion made by Council Member Garber to approve entering into a contract with the Texas Water Development Board as the administrator of the Federal Emergency Management Agency's Flood Mitigation Assistance Program and authorizing the City Manager to execute the necessary documents., Seconded by Council Member Henderson.

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

- 5. Consider and act on casting a vote for a member to the Denton Central Appraisal District Board of Directors, to serve a two-year term beginning January 1, 2022.

Motion made by Council Member Garber to approve Resolution No. 21-11-04-31 casting (30) votes for Richard Weir for membership to the Board of Directors of the Denton Central Appraisal District for the County of Denton, Texas., Seconded by Mayor Pro Tem Burke.

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

- 6. Consider and act on nominations, appointments, resignations, and removal of board and commission members for the Keep Corinth Beautiful Board and the Ethics Committee.

Motion made by Council Member Henderson to appoint Tara Lancaster to the Keep Corinth Beautiful Board, Place 7., Seconded by Council Member Garber.

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

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Council Member Henderson attended the Denton County Open House today and is proud of our county and wished the Mayor a happy birthday.

Mayor Heidemann mentioned the Mayor's Bike Ride event with Denton and Lewisville mayors on Saturday, November 13, 2021. There are no details currently and to let him know if interested in participation.

ADJOURN

Mayor Heidemann adjourned the Regular Meeting at 7:33 P.M.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title:	Agreement ILA - Denton County - Fire Protection Services
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" 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 an interlocal agreement between Denton County and the Lake Cities Fire Department to provide fire protection services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.

Item Summary/Background/Prior Action

The Lake Cities Fire Department responds to unincorporated areas that lie within the boundaries of our response district. For example, the Lake Lewisville Bridge is County as well as scattered parcels of land throughout the Lake Cities area. The contract has been renewed for many years. The County pays a set amount listed in the contract for each response made into the County areas. The County has these contracts executed throughout the region for the departments who have County land within their response jurisdiction.

Financial Impact

Applicable Owner/Stakeholder Policy

Staff Recommendation/Motion

Staff recommends renewal of the contract as presented.

THE COUNTY OF DENTON

§
§
§
§

CITY OF CORINTH
LAKE CITIES
FIRE DEPARTMENT

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2021, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Corinth, Texas (“the **AGENCY**”).

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the Lake Cities area; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2021, and ending September 30, 2022.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the Lake Cities area in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in “Exhibit A,” attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as “*Lake Cities*” as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The COUNTY shall designate the County Judge to act on behalf of the COUNTY and to serve as "Liaison Officer" between the COUNTY and the AGENCY. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the COUNTY under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the COUNTY engaged in the performance of this Agreement for the mutual benefit of the COUNTY and the AGENCY.

III.
PERFORMANCE OF SERVICE

The AGENCY shall devote sufficient time and attention to insure the performance of all duties and obligations of the AGENCY under this Agreement and shall provide immediate and direct supervision of the AGENCY’s employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the AGENCY and the COUNTY.

IV.
COMPENSATION

The COUNTY agrees to pay to the AGENCY for the full performance of services as provided in this Agreement the sum of \$10,000.00, payable upon execution of this Agreement, and further agrees to pay the sum of \$650.00 per fire call in the designated unincorporated areas of the COUNTY from October 1, 2021, to September 30, 2022. The COUNTY anticipates the AGENCY to run approximately 57 fire calls for a total funding of \$37,050.00 for fire calls. The total payments by the COUNTY to the AGENCY pursuant to this Agreement are estimated to be \$47,050.00. The COUNTY will make no payment to the AGENCY for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The AGENCY understands and agrees that payment by the COUNTY to the AGENCY shall be made in accordance with the normal and customary processes and business procedures of the COUNTY and in conformance with applicable state law.

V.
FINANCIAL RECORDS

The AGENCY agrees to make its financial records available for audit and/or review by the COUNTY, upon request by the COUNTY.

VI.

RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.

RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.

APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.

DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.

TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the COUNTY and the AGENCY accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the AGENCY, nor the COUNTY waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the COUNTY and the AGENCY and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

**XVI.
SERVICE AREA**

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

The City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

By _____
Andy Eads
Denton County Judge

By _____
Name _____
Title _____

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
City Secretary

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor



Section G, Item 2.

Andy Eads - County Judge
Ryan Williams - Commissioner Precinct 1
Ron Marchant - Commissioner Precinct 2
Bobbie J. Mitchell - Commissioner Precinct 3
Dianne Edmondson - Commissioner Precinct 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- CEMETERY
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS

City Population

Denton > 100,000
Lewisville 40,000 - 100,000
Corinth 10,000 - 39,999
Sanger 2,000 - 9,999
Parker 1,000

NAD 1983 StatePlane (Zone 5351)
Texas North Central Lambert Conformal Conic



1 inch = 1.1 miles
October 25, 2021

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

CONTACT INFORMATION
LANDMARK MAP: gis.dentoncounty.gov
E-MAIL: gis@dentoncounty.gov

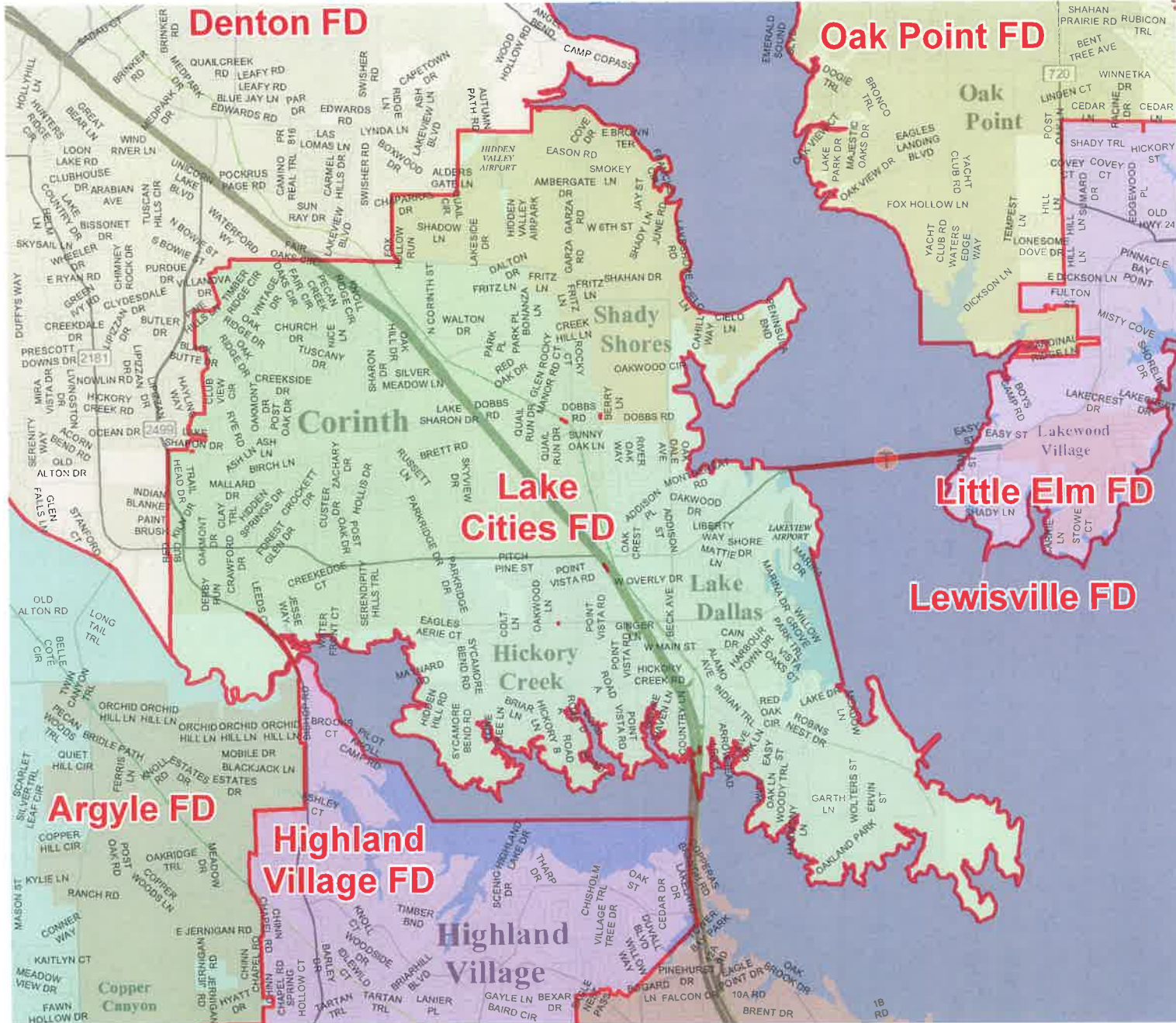


Exhibit A
DENTON COUNTY FIRE DISTRICTS
Lake Cities



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title:	Agreement ILA - Denton County - Ambulance Services
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" 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 an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department to provide Ambulance Services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.

Item Summary/Background/Prior Action

The City of Corinth, acting through its fire department, the Lake Cities Fire Department, responds to unincorporated areas that lie within the boundaries of Denton County’s response district. For example, the Lake Lewisville bridge is Denton County, as well as scattered parcels of land throughout the Lake Cities area. The contract has been renewed for many years. The County pays a set amount listed in the contract for each response made into the County areas. The County has these contracts executed throughout the region for the departments who have County land within their response jurisdiction.

Financial Impact

Applicable Owner/Stakeholder Policy

Staff Recommendation/Motion

Staff recommends renewal of the contract as presented.

THE COUNTY OF DENTON	§	
	§	THE CITY OF CORINTH
	§	LAKE CITIES FIRE
	§	DEPARTMENT -
STATE OF TEXAS	§	AMBULANCE SERVICES

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2021, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Corinth, Texas (“the **AGENCY**”).

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the Lake Cities area; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2021, and ending on September 30, 2022.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
 - 1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
 - 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of the Lake Cities area in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in “Exhibit A,” attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.
PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY**'s employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$28,729.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4222 per capita; said sum computes to \$16,112.79.
2. A fixed sum of \$244.5652 per ambulance transport for an estimated maximum amount of \$11,250.00. Said sum is based upon 46 transports made by the **AGENCY** in fiscal year 2021.
3. A fixed sum based on 1.97 rural miles in the agreed operating territory; said sum computes to \$1,366.45.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an “ambulance call” for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Each emergency transport made shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. A list of emergency transports shall be submitted monthly by the **AGENCY**. Emergency transport forms not timely submitted shall not be considered for payment. Completed emergency transport forms may be submitted by personal delivery, U.S. Mail, facsimile or email to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the COUNTY and the AGENCY accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the AGENCY, nor the COUNTY waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the COUNTY and the AGENCY and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

AGENCY:

The City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

By: _____
Andy Eads
Denton County Judge

By: _____
Name _____
Title _____

ATTEST:

By: _____
Denton County Clerk

ATTEST:

By: _____
City Secretary

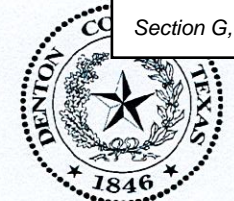
APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor



Andy Eads - County Judge
 Ryan Williams - Commissioner Precinct 1
 Ron Marchant - Commissioner Precinct 2
 Bobbie J. Mitchell - Commissioner Precinct 3
 Dianne Edmondson - Commissioner Precinct 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- CEMETERY
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS

City Population

Denton > 100,000
 Lewisville 40,000-100,000
 Corinth 10,000-39,999
Source: U.S. Census Bureau

NAD 1983 StatePlane (Zone 5351)
 Texas North Central Lambert Conformal Conic



1 inch = 1.1 miles
 November 03, 2021

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

CONTACT INFORMATION
 LANDMARK MAP: gis.dentoncounty.gov
 E-MAIL: gis@dentoncounty.gov

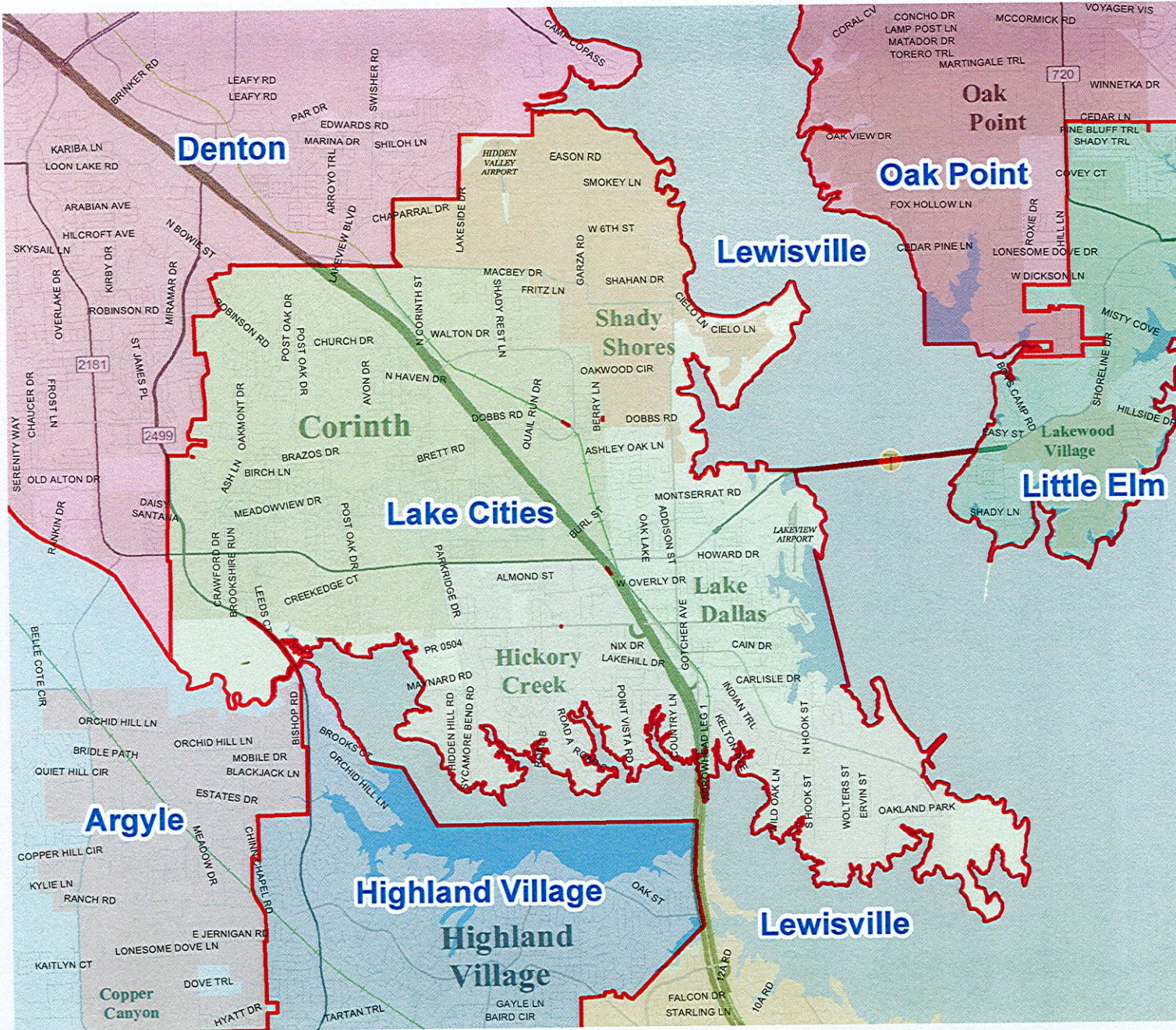


Exhibit A
 DENTON COUNTY EMS DISTRICTS
 Lake Cities



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title:	Purchase LCFD - Bunker Gear FY22
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" 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 authorizing the purchase of bunker gear for Lake Cities Fire Department personnel, from Metro Fire through the Buy Board, in an amount not to exceed \$58,225, and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

Funds were approved within FY 2021-2022 budget to purchase and supply firefighters with a backup firefighting coat and pants (bunker gear). When a firefighter's original gear becomes contaminated from items such as cancer-causing agents, blood pathogens, and/or covid exposure, it requires decontamination or cleaning. Secondary equipment allows firefighters to change out their gear. The LCFD has always understood the necessity of having backup gear for its firefighters. With the expansion of Fire House 3 and the addition of nine firefighters, only one set of equipment was budgeted/funded. With budget constraints and new hire costs over the past two years, essentially, the last 16 personnel hired were only afforded one set of gear. The fire commission requires cleaning and decontamination after every call where the gear is "soiled" preliminary exposure reduction (per) (TCFP 7.1.1.3) and (TCFP 7.2.1.1). This presents a logistical issues and safety concerns for crew members that do not have secondary gear. Sharing gear is also contraindicated due to covid and contamination from sweat and other cross contaminants.

Financial Impact

ARP Funding

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Approve as presented.



QUOTE

Section G, Item 4.
179005-0

Number	179005-0
Quote Date	10/28/2021
Page	1

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: LAKE CITIES FIRE DEPARTMENT
CITY OF CORINTH/LCFD
3300 CORINTH PKWY
CORINTH, TX 76208

Ship to: LAKE CITIES FIRE DEPARTMENT
C/O CITY OF CORINTH
3501 FM 2181
CORINTH, TX 76210-2634

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
LAK001	ROBERT LAMBERT	SCOTT GIBBS		
Entered By		FOB	Ship Via	Terms
SCOTT GIBBS		CUSTOMER PAYS FREIGHT	BEST WAY	NET 30 DAYS
Customer/Order Instructions				

PRICE REFLECTS BUY BOARD CONTRACT 603-20.

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
17	17	0	EA	FIREWRITER 141725	FXR COAT AND PANT *	3425.00	58225.00
SubTotal							58,225.00
Total							58,225.00

QUOTE GOOD FOR 45 DAYS



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title:	Purchase LCFD - Motorola Radio Replacement/Upgrade
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" 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 authorizing the purchase of replacement radios for the Fire Department, from Motorola Solutions, in an amount not to exceed \$560,000, and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

Funds were approved within FY 2021-2022 budget for portable radio upgrades including additional radios to equip each member and a cache for the EOC, command vehicles, and spares for each facility. The request also includes associated handheld microphones and carrying straps. The ability to communicate is paramount on an emergency scene and critically important during work in a hazard zone. Our current supply of portable radios represents two significant issues related to safety. First, there are not enough radios to identify the individual wearer; the radio identifies a position requiring valuable time to determine who is in distress. Additionally, the manufacturer has stated that in early 2023 they will no longer support the radios, leaving no avenue to ensure continued operational status leading to a potential critical shortage of radios on scene. One of the most important aspects of the LCFD’s mission is to be safe in our work. Radios are essentially a lifeline. Unsupported or untrustworthy communication equipment being used in a hazardous zone with reduced accountability and safety of personnel on scene and increased cross contamination.

Financial Impact

ARP Funding

Staff Recommendation/Motion

Approve as presented.



LAKE CITIES FIRE DEPARTMENT

LCFD APX Fleet Refresh
10/13/2021

10/13/2021

LAKE CITIES FIRE DEPARTMENT
City of Corinth Purchasing
3300 Corinth Pkwy
Corinth, TX 76208

RE: Motorola Quote for LCFD APX Fleet Refresh
Dear Chief Chad Thiessen,

Motorola Solutions is pleased to present LAKE CITIES FIRE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LAKE CITIES FIRE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross
Account Executive

Motorola Solutions Manufacturer's Representative



Billing Address:
 CORINTH, CITY OF
 City of Corinth Purchasing
 3300 Corinth Pkwy
 Corinth, TX 76208
 US

Shipping Address:
 LAKE CITIES FIRE
 DEPARTMENT
 3501 FM 2181 STE B
 CORINTH, TX 76210
 US

Quote Date:10/13/2021
 Expiration Date:01/11/2022
 Quote Created By:
 Cody Cross
 Account Executive
 codycross@callmc.com
 682-229-9717

End Customer:
 LAKE CITIES FIRE DEPARTMENT
 Chief Chad Thiessen
 chad.thiessen@lakecitiesfire.com
 940-279-4590

Contract: 22918 - TX DIR

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	64	\$7,259.00	\$5,325.55	\$340,835.20
2	RLN6486A	0271	FIREMAN'S RADIO STRAP	64	\$37.00	\$27.72	\$1,774.08
3	PMMN4106D	0372	XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	64	\$616.00	\$461.45	\$29,532.80
4	RLN6488A	0271	ANTI-SWAY STRAP	64	\$15.00	\$11.24	\$719.36
5	NNTN8844A	0785	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	4	\$1,315.00	\$985.08	\$3,940.32
6	H91TGD9PW6AN	0579	APX 8000 ALL BAND PORTABLE MODEL 2.5	5	\$9,928.00	\$7,271.60	\$36,358.00
7	PMMN4106CBLK	0372	XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT BLACK	5	\$616.00	\$461.45	\$2,307.25
8	PMNN4486A	0453	BATT IMPRES 2 LIION R IP67 3400T	32	\$163.00	\$98.88	\$3,164.16
9	PMLN6127A	0742	ACCESSORY KIT,IMPRES 2 WIRE SURVEILLANCE -BLK	1	\$108.15	\$78.86	\$78.86



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
10	PMLN7906A	0271	CARRY ACCESSORY- CASE,APX6000XE 2.75 SWBL TIA BATTERY	64	\$65.00	\$48.69	\$3,116.16
11	M25URS9PW1BN	0527	APX6500 ENHANCED 7/800 MHZ MOBILE	15	\$7,070.00	\$5,202.63	\$78,039.45
12	M25URS9PW1BN	0527	APX6500 ENHANCED 7/800 MHZ MOBILE	3	\$7,827.00	\$5,754.59	\$17,585.34
13	M37TSS9PW1AN	0681	APX8500 ALL BAND MP MOBILE	5	\$9,574.00	\$7,028.39	\$35,677.90
14	M25URS9PW1BN	0527	APX6500 ENHANCED 7/800 MHZ MOBILE	1	\$7,252.00	\$5,335.33	\$5,335.33
15	PMLN7120A	0785	CHR STD DUC EXT US/NA/JPN/TAIWAN	2	\$65.00	\$48.69	\$97.38
16	RLN6552B	0189	WIRELESS BLUETOOTH ACCESSORY-WIRELESS REMOTE SPEAKER MICROPHONE, LONG RANGE WRLS MOBILE BT NO PS	4	\$392.00	\$317.14	\$1,268.56
17	PMLN7560A	0742	REC ONLY EARPIECE W/ TRANSLUCENT TUBE	4	\$58.00	\$42.29	\$169.16

Grand Total

\$559,999.31(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title:	Purchase Police Dept. - Motorola Radio Replacement/Upgrade
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" 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 authorizing the purchase of replacement radios for the Police Department, from Motorola Solutions, in an amount not to exceed \$350,506, and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The Corinth Police Department has 34 Motorola APX 7000 portable radios. The majority of these were purchased through a grant around 2008. Motorola no longer manufactures the radio, and they will no longer be supported or repairable after 2023. The police department portable radios will not be repairable in the event they need service, potentially leaving officers without portable radios to use. Unsupported or untrustworthy communication equipment being used in a hazardous zone with reduced accountability and safety of personnel on scene and increased cross contamination.

Financial Impact

ARP Funding

Staff Recommendation/Motion

Approve as presented.



CORINTH POLICE DEPT

CPD APX Portable Refresh 2021

10/13/2021

10/13/2021

CORINTH POLICE DEPT
3300 CORINTH PKWY
ACCOUNTS PAYABLE
CORINTH, TX 76208

RE: Motorola Quote for CPD APX Portable Refresh 2021

Dear Captain Kevin Tyson,

Motorola Solutions is pleased to present CORINTH POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CORINTH POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross
Account Executive

Motorola Solutions Manufacturer's Representative



Billing Address:
CORINTH POLICE DEPT
3300 CORINTH PKWY
ACCOUNTS PAYABLE
CORINTH, TX 76208
US

Shipping Address:
CORINTH POLICE
DEPARTMENT
3501 FM 2181
CORINTH, TX 76210
US

Quote Date:10/13/2021
Expiration Date:01/11/2022
Quote Created By:
Cody Cross
Account Executive
codycross@callmc.com
682-229-9717

End Customer:
CORINTH POLICE DEPT
Captain Kevin Tyson
kevin.tyson@cityofcorinth.com
940-279-1500

Contract: DIR-TSO-4101

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	H51UCF9PW6AN	0426	APX 4000 7/800 MHZ MODEL 2 PORT	20	\$5,290.00	\$3,834.28	\$76,685.60
2	LSV00Q00202A	0461	DEVICE PROGRAMMING	20	\$100.00	\$100.00	\$2,000.00
3	PMMN4084A	0742	AUDIO ACCESSORY- HEADSET,PLUS RSM NC IP54 THRD 3.5MM JACK RX	20	\$95.00	\$68.38	\$1,367.60
4	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	46	\$7,434.00	\$5,384.79	\$247,700.34
5	LSV00Q00202A	0461	DEVICE PROGRAMMING	46	\$100.00	\$100.00	\$4,600.00
6	NMN6274B	0372	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK	46	\$368.50	\$272.51	\$12,535.46
7	NNTN8844A	0785	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	1	\$1,315.00	\$972.45	\$972.45
8	NNTN8860A	0785	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	40	\$157.00	\$116.10	\$4,644.00

Grand Total

\$350,505.45(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title:	Purchase Global Pump Solutions – Barrel Strap CIP
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" 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 authorizing the purchase of a new submersible pump and rebuilding an existing submersible pump with Global Pump Solutions for the Barrel Strap Lift Station, in an amount not to exceed \$75,000, and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The Barrel Strap Lift Station is 24 years old and is showing signs of failure. The current Lift Station design has two pumps, one was rebuilt last year and the second is currently in the shop waiting on repairs. The Wastewater Division has been renting a second pump since early October to provide redundancy at this lift station. With this approval, the Wastewater Division will install a 3rd new pump to ensure adequate redundancy while performing maintenance.

Financial Impact

This project is being funded from the WW22-01 CIP

Applicable Owner/Stakeholder Policy

Staff Recommendation/Motion

Staff recommends approval as presented.

Global Pump Solutions LLC

791 N US 77 Hwy Ste 501-264
 Waxahachie, TX 75165 US
 (972) 9722510670
 Sales@gpspumps.com
 www.globalpumpsolutions.net

Section G, Item 7.



QUOTATION

ADDRESS	SHIP TO	QUOTATION	3200
Corinth, City of	Corinth, City of	DATE	06/09/2021
3300 Corinth Parkway	3300 Corinth Parkway	EXPIRATION	12/31/2021
Corinth, TX 76208 USA	Corinth, TX 76208 USA	DATE	
CONTACT	DEPARTMENT		
Gary Parker	Opr Mgr of Water & WW		

DATE		DESCRIPTION	QTY
06/09/2021	XFP 155J-CB2 PE860/4	XFP 155J-CB2 PE860/4 115Hp 480V 3~ 49' Cable	1
06/09/2021	13036007	Power Cable Support Grips	1
06/09/2021	13036003	Control Cable Support Grips	1
06/09/2021	16907006	CA462	1
06/09/2021	41426061	Flygt Adapter Guide Rail Bracket	1
06/09/2021	62306242	HARWARE KIT	1
06/09/2021	START UP/COMMISSIONING	START UP FOR WARRANTY VALIDATION	1
06/09/2021	Mileage		136

- 1) Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.
- 2) The above is for your Barrel Strap LS.
- 3) Estimated lead time: 21 - 22 working weeks, if not stocked in South Carolina & if all parts are instock for Quick Ship program these units will ship in 2 - 3 Working Weeks.
- 4) This unit comes with a 5 year warranty; first 36 months -- 100%, 37 - 48 - 75% & 49 -60 -- 50%.
- 5) We at GPS want to Thank You for your business

SUBTOTAL	43,788.64
TAX	0.00
TOTAL	\$43,788.64

Accepted By

Accepted Date

Global Pump Solutions LLC

791 N US 77 Hwy Ste 501-264
Waxahachie, TX 75165 US
(972) 9722510670
Sales@gpspumps.com
www.globalpumpsolutions.net

Section G, Item 7.



QUOTATION

ADDRESS
Corinth, City of
3300 Corinth Parkway
Corinth, TX 76208 USA

QUOTATION 3317
DATE 10/12/2021

CONTACT DEPARTMENT
Gary Public Works

DATE	DESCRIPTION	QTY
Labor	Tear down and inspect pump. Rebuild with rebuild kit. New o-rings, bearings, and seals.	30
Motor repair	REWIND STATOR AND INSTALL NEW OVERLOADSM DIP, BAKE AND TEST	1
FLYGT 3300 REPAIR KIT	BEARINGS, MECHANICAL SEALS, O-RINGS	1
Flygt Impeller	Impeller, C HT 335mm CI 3300	1
Power Cable	Flygt Cable SUBCAB 350+2G35/2+S(2X0.5)36mm	50
Flygt Washer 82 41 04	Washer, 42.5mm ID 60mm OD	2
Flygt Grommet 84 44 16	Grommet, CR 36ID 60OD 26L	1
Misc Lubricants, Solvents And Oil	Misc. lubricants, solvents and oil	1
Belzona 1341	Clean and prep surface. Coat impeller with Belzona 1341	1
13036006	SS Power Cable Support Grip	2
Field Labor		8
Mileage		136

Pricing does not include shipping unless explicitly stated. Terms are NET 15 unless otherwise negotiated.

SUBTOTAL	29,646.63
TAX	0.00
TOTAL	\$29,646.63

Accepted By

Accepted Date



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title:	TexSTAR Authorized Representative
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 approval of a Resolution authorizing the change of authorized representatives for the Texas Short Term Asset Reserve Program (TexSTAR).

Item Summary/Background/Prior Action

The City utilizes TexStar for the investment of funds as allowed by the Public Funds Investment Act and the City of Corinth Investment Policy. TexSTAR requires formal action by the governing body to update and make changes to the listing of authorized representatives. Authorized Representatives have full power and authority to open accounts, make deposits and withdraw funds.

The Resolution retains Lee Ann Bunselmeyer, Director of Finance, Communication & Strategic Services, deletes Chris Rodriguez, Assistant Director of Finance, and adds Brett Cast, Chief Budget Officer.

Financial Impact

N/A

Staff Recommendation/Motion

Staff recommends approval of the Resolution updating the Authorized Representatives for the Texas Short Term Asset Reserve Program (TexSTAR).



AMENDING RESOLUTION

WHEREAS, City of Corinth

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Lee Ann Bunselmeyer Title: Director of Finance

Signature: *Lee Ann Bunselmeyer* Phone: 940-498-3280

Email: leeann.bunselmeyer@cityofcorinth.com

2. Name: Brett Cast Title: Chief Budget Officer

Signature: *Brett Cast* Phone: 940-498-3282

Email: Brett.Cast@cityofcorinth.com

3. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

4. Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Lee Ann Bunselmeyer

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: _____ Title: _____

Signature: _____ Phone: _____

Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

DATED _____

City of Corinth
(NAME OF PARTICIPANT)

SIGNED BY: _____
(Signature of official)

Bill Heidemann, Mayor
(Printed name and title)

ATTESTED BY: _____
(Signature of official)

Lana Wylie, City Secretary
(Printed name and title)

FOR INTERNAL USE ONLY
APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND
.....
AUTHORIZED SIGNER



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title:	TexPool Authorized Representative
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 approval of a Resolution authorizing the change of authorized representatives for the Texas Local Government Investment Pool (TexPool).

Item Summary/Background/Prior Action

The City utilizes TexPool for the investment of funds as allowed by the Public Funds Investment Act and the City of Corinth Investment Policy. TexPool requires formal action by the governing body to update and make changes to the listing of authorized representatives. Authorized Representatives have full power and authority to open accounts, make deposits and withdraw funds.

The Resolution retains Lee Ann Bunselmeyer, Director of Finance, Communication & Strategic Services, deletes Chris Rodriguez, Assistant Director of Finance, and adds Brett Cast, Chief Budget Officer.

Financial Impact

N/A

Staff Recommendation/Motion

Staff recommends approval of the Resolution updating the Authorized Representatives for the Texas Local Government Investment Pool (TexPool).

Resolution Amending Authorized Representatives



Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

*** Required Fields**

1. Resolution

WHEREAS,

City of Corinth 7 | 7 | 3 | 8 | 1
 Participant Name* Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

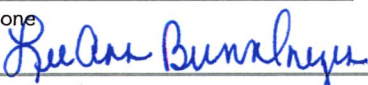
WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and


WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Lee Ann Bunselmeyer Director of Finance
 Name Title
 9 | 4 | 0 | 4 | 9 | 8 | 3 | 2 | 8 | 0 leeann.bunselmeyer@cityofcorinth.com
 Phone Fax Email

 Signature

2. Brett Cast Chief Budget Officer
 Name Title
 9 | 4 | 0 | 4 | 9 | 8 | 3 | 2 | 8 | 2 Brett.Cast@cityofcorinth.com
 Phone Fax Email

 Signature

3.
 Name Title
 | | | | | | | | | |
 Phone Fax Email
 Signature

4. _____
 Name Title

 Phone Fax Email

 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Lee Ann Bunselmeyer
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

 Name Title

 Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ day of _____, 20__.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of Corinth
Name of Participant*

SIGNED

 Signature*
 Bill Heidemann
 Printed Name*
 Mayor
 Title*

ATTEST

 Signature*
 Lana Wylie
 Printed Name*
 City Secretary
 Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



**CITY OF CORINTH
Staff Report**

Meeting Date:	11/18/2021	Title:	Strategic Plan Technology Strategic Plan
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>		

Item/Caption

Consider approval of the 2022-2027 Technology Strategic Plan to enhance the vitality and quality of life for all in Corinth through sustainable, reliable, efficient, and effective technology services, infrastructure, and smarter government.

Item Summary/Background/Prior Action

City Council received a presentation from Kevin Gunn from Windward Tech during the workshop session on November 4, 2021, detailing the 2022-2027 Technology Services Plan. The overall objective of this project is to develop a five-year technology strategic plan that supports the City’s plan and provides greater detail of leveraging technology in city government. Specific objectives are:

- Align the technology strategic plan with the City’s plan
- Enable the Technology Services department to be proactive versus reactive
- Engage City leadership in developing the plan
- Identify opportunity of technology investments over the course of the plan
- Create a plan to guide operational activities of the Technology Services department

Financial Impact

The projects will be reviewed and incorporated into the budget each year for council consideration.

Staff Recommendation/Motion

Staff recommends approval of the 2022-2027 Technology Strategic Plan as prepared and presented by Windward Tech.

City of Corinth

Technology Strategy

2022-2027



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Summary

The City of Corinth seeks to create and document a five-year strategic technology plan to aid staff and management in choosing the best investment of limited technology resources. This summary describes the understanding of your situation and proposed project objectives, scope, assumptions, approach, schedule, team, and fees.

Background

The City’s Technology Services department strives to enhance the vitality and quality of life for all in Corinth by empowering the employees, residents, visitors, and businesses through sustainable, reliable, efficient, and effective technology services, infrastructure, and smarter government. Over the past five years, the department has grown in staff and complexity of the technology environment in response to the needs of the community and the delivery of municipal services.

Project Objectives

The overall objective of this project is to develop a five-year technology strategic plan that supports the City’s plan and provides greater detail of leveraging technology in city government. Specific objectives are:

- Align the technology strategic plan with the City’s plan
- Enable the Technology Services department to be proactive versus reactive
- Engage City leadership in developing the plan
- Identify opportunity of technology investments over the course of the plan
- Create a plan to guide operational activities of the Technology Services department

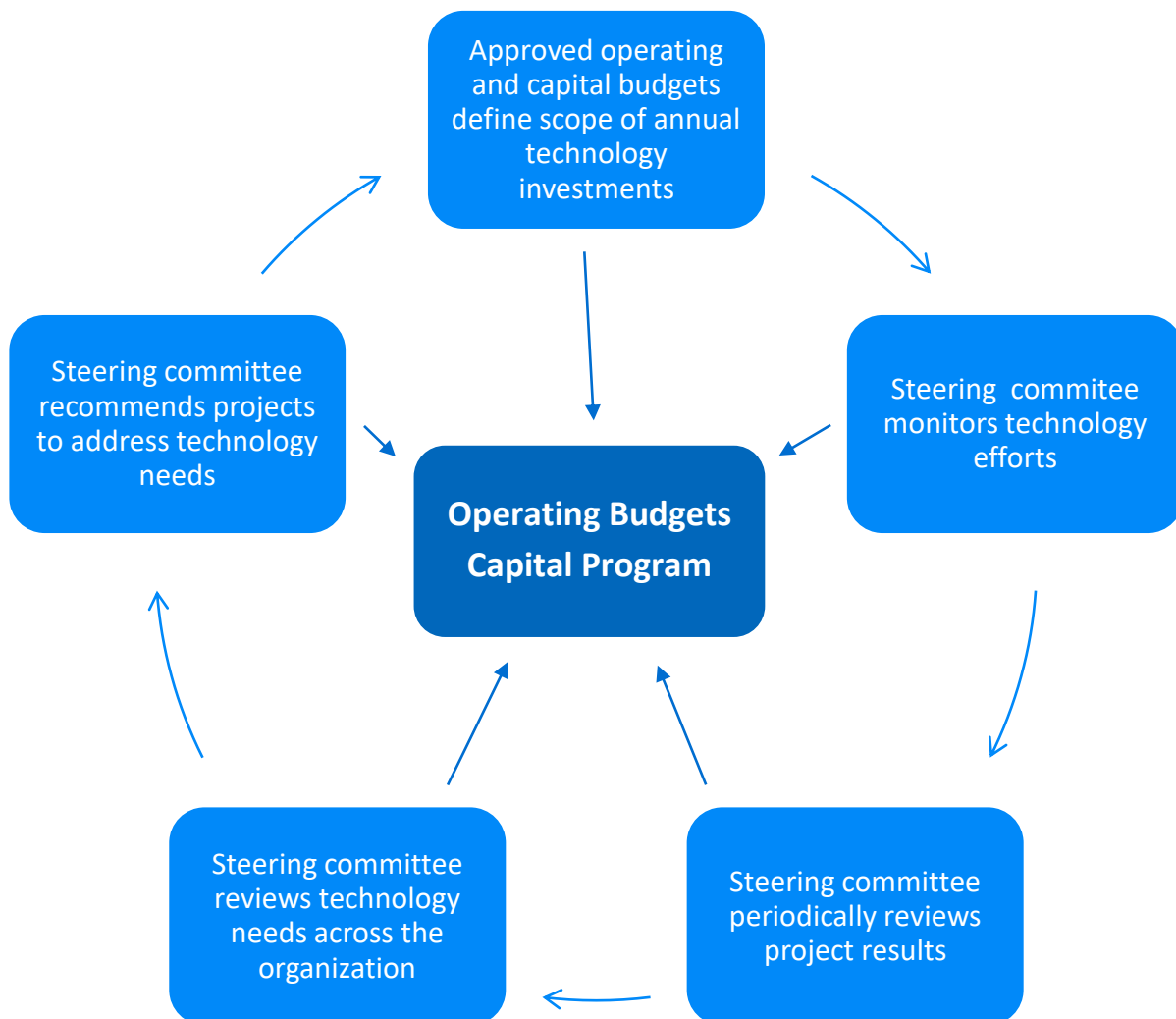
Interviews with Technology Services staff and the leadership of the other operating departments of the City. This Strategy Document identifies implications of the City-Wide Strategic Plan, documents the key Information Technology Strategies, and documents a governance structure to oversee the implementation of the plan.



Recommendations

- Revive governance practices – Corinth has a Technology Steering Committee which exercises governance over the technology investment for the city. This committee should reengage with technology activities to align the organization, management, and technology staff with the goals of the city.
- Adopt standard IT service delivery framework – The Information Technology Infrastructure Library (ITIL) documents best-practice in IT service delivery for organizations of all sizes. Corinth can benefit from judiciously choosing a few standard practices to implement with technology staff.
- Create IT internal service fund – Technology Services is currently a division of the General Fund. Creating an internal service fund to track goods or services shifted between departments on a cost reimbursement basis will improve management of the total cost of technology investments across the city. The fund will also aid in planning long term capital investments and replacement without significant variances in annual budgets.
- Align IT staff with efforts for success – Public Safety departments experience rapid expansion of technology in the department operations in recent years. IT staff were collocated and integral in the transition. This is a model of success for rapid technology deployment for other departments.

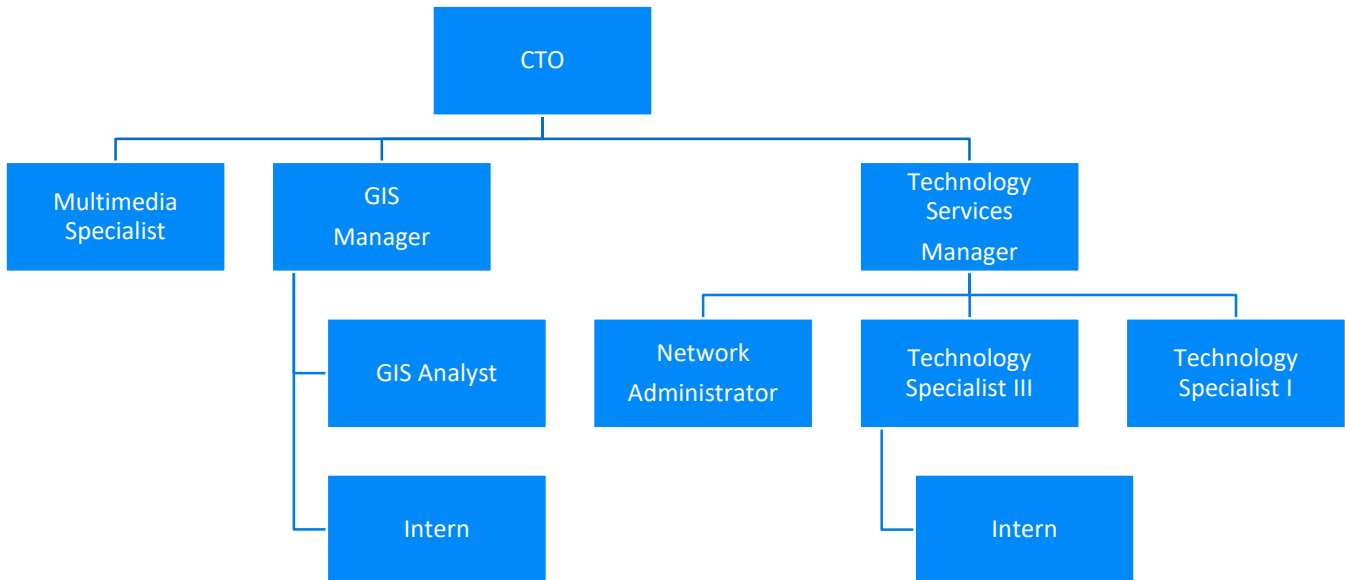
Governance is the process by which management aligns the technology investments with the goals and objective of the organization. A Technology Steering Committee comprised of City leadership will resume the oversight role for the City of Corinth. The Committee will routinely review project effort and determine the best utilization of limited resources to be invested in technology across the City departments. The review cycle is depicted below and is executed as part of the annual budget development process.



Budgets are approved in October for annual efforts. The Steering Committee will periodically review project status and assist in resolving risks or issues identified by project activities. Prior to next-year budget process kickoff, the Steering Committee will review technology needs identified in this plan and others that emerge throughout the year as a result of operations or changes in priorities of the City. The Committee will prioritize efforts based on needs and available resources and make a recommendation for projects to be funded in the next-year budgets. Once the next-year budget is adopted and the new fiscal year begins, the process starts over again.

Baseline Assessment

The Technology Services Department is comprised of eight full-time employees, of which five provide Information Technology solutions and services to the rest of the departments within the city government. Under the direction of the Chief Technology Officer, the services include voice and data communications; software and computing systems; and also, end-user computing such as desktops, laptops and tablet computers. The Geographic Information Systems function provides digital mapping services to City departments and regional services to other area agencies. In addition, a Multimedia Specialist produces video assets and assists in video streaming operations, and two intern positions that aid in delivering various services to departments. The network is comprised of six locations (soon to be seven) with 164 active users. There are approximately 71 business applications augmenting the business operations of the City. There are 233 personal computers, 37 tablets and 15 cellphones managed by the department. The primary data center is housed in City Hall with an additional data center in the Public Safety Building servicing law enforcement.



“We want to shift from constantly reacting to proactive management”

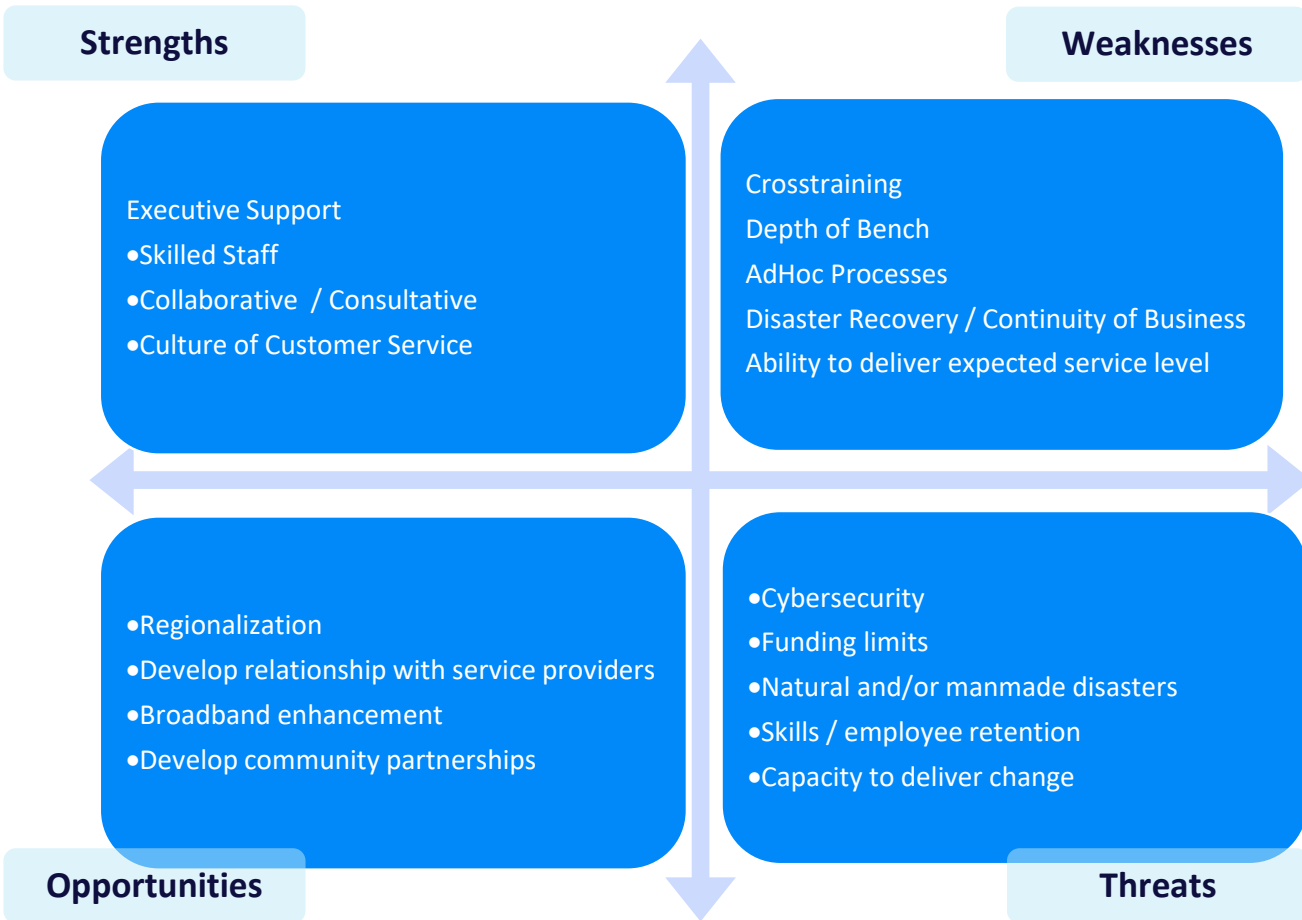
“Customer Service drives everything we do”



The TS department staff is small, as is typical for cities of the size of Corinth. There are challenges with a small staff regardless of the department function. Employees will occasionally have illness or take accrued vacation. A doctor appointment or childcare needs can take employees away from their duties. Often there is only one employee with a specific skillset or performing a specific function when the staff is small. When an employee is absent, service disruptions can be unavoidable. Also, upward progression is difficult when a department has few positions. Employees can only progress when turnover occurs. This can create difficulties in retaining skilled or professional staff.

Corinth should focus on opportunities for cross training employees to the greatest extent possible. Cross training will create opportunities for professional development for staff to learn new skills, while aiding in the retention of employees who may otherwise leave the organization. Cross training can also help avoid service disruption when the primary employee takes leave. Corinth should also develop formal, written progression plans to be shared with employees to motivate and retain employees who may otherwise leave the organization for career progression.

SWOT Analysis



A SWOT analysis was performed with the following insights.

Strengths:

- The Technology Services (TS) Department has strong executive support to leverage technology to the greatest extent in delivering municipal services to the community.
- TS staff are skilled and competent in their roles and routinely achieve goals and objectives set by management.
- TS staff and colleagues in the other departments collaborate on technology initiatives and the development of technology plans.
- All of the TS staff have instilled a culture of customer service with the objective of delivering a consistently high level of service to the customer.

Weaknesses:

- The TS staff is specialized and supports a broad range of operations across the City. Each position has only one employee with a focus on their specialty. The volume of work affords little time for training across specialties.
- Since each position has only one employee, there is not a backup for the primary employee. Disruption to service delivery can occur when employees are out sick, on vacation or when turnover occurs.
- There is a minimum level of redundancy in Corinth’s technology infrastructure. Best practice is to have redundancies for mission critical systems in a separate geographic location for continuity of business.
- As the City grows and demand for municipal services grows, the TS staff will be challenged to maintain service levels at current staffing levels.

Opportunities:

- Corinth and surrounding areas are experiencing rapid growth. Area communities can achieve efficiencies and minimize costs to taxpayers and rate payers by providing service in a regional approach.
- Corinth can gain benefits and influence commercial capital investment by developing relationships with service providers in the community, particularly in infrastructure technologies such as communication networks and Internet Service Providers.
- The community demographic is comprised of people who expect and depend on robust data communication networks and Internet connectivity. Driving service provider investments in this area will attract further development and benefit the City government.
- Community partners such as school districts, higher education, government entities, and private property owners are independently making investments in technology for their operations and security. Partnerships can be developed to cultivate mutual benefits from these investments with minimal impact to Corinth budgeted expense.

Threats

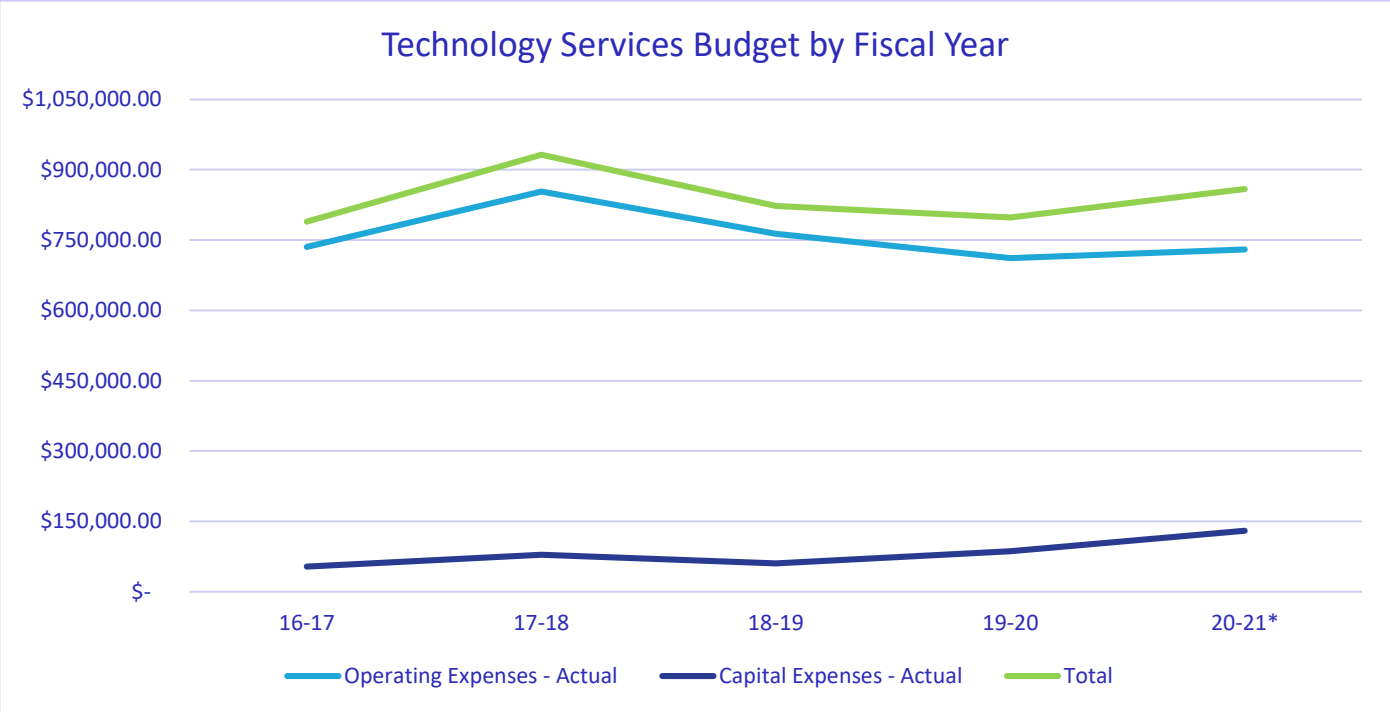
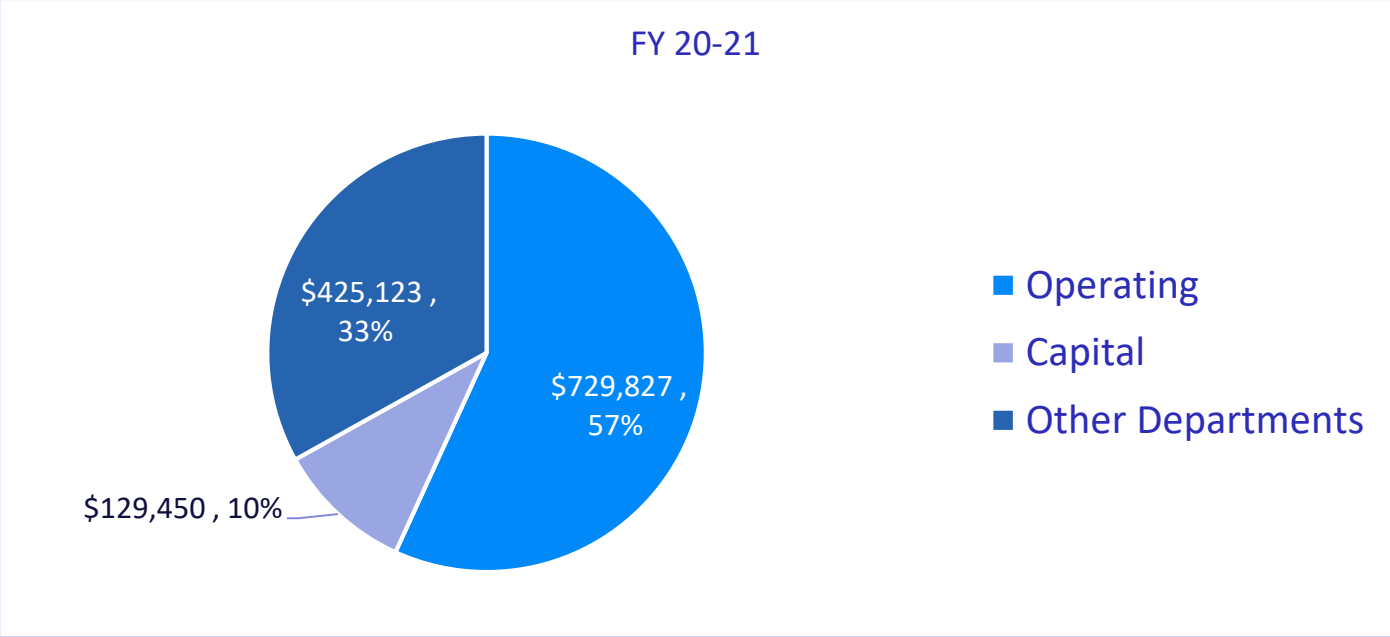
- Cybersecurity is a persistent and evolving threat to organizations of all sizes and all industries. Board rooms and governing bodies across the country are increasing focus and emphasis on mitigating cyber threats.
- Funding limits are putting pressure on local government budgets. Along with the increased demand for municipal services that comes with a growing community, the Texas State Legislature is limiting local control and municipal government’s ability to increase revenues.
- Natural and manmade disasters can impact municipal infrastructure and staff disrupting the ability to provide municipal services to the community.
- A skilled workforce is necessary to deliver the high level of service and the modern methods of service delivery demanded by communities. Attracting and retaining skilled workers is critical to successful service delivery.
- The capacity to deliver change within every organization is limited. Organizations must think about the ability to adopt and ingrain new technology and work processes to maximize capital investments in technology.

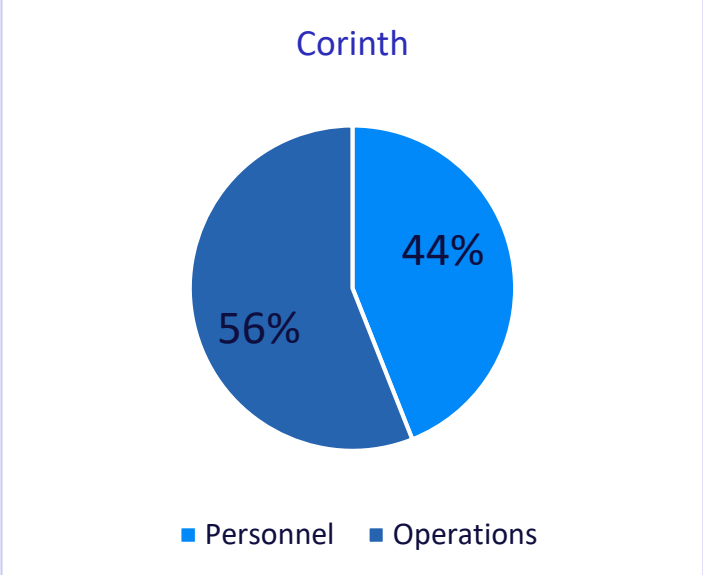
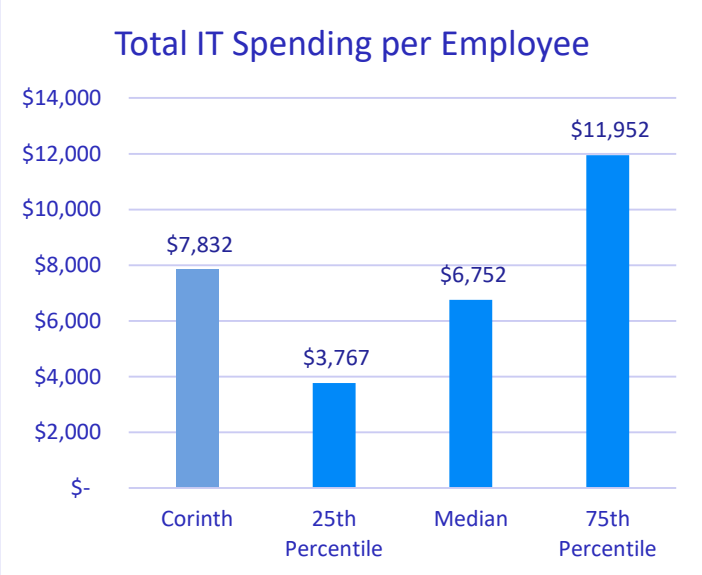
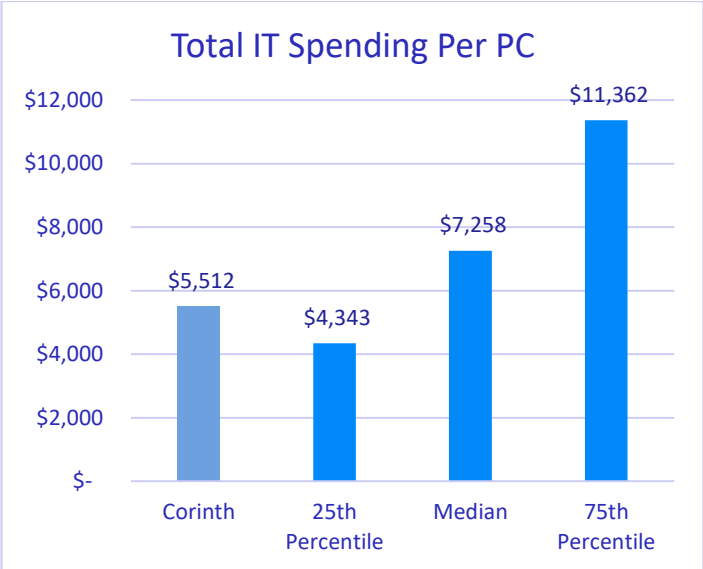
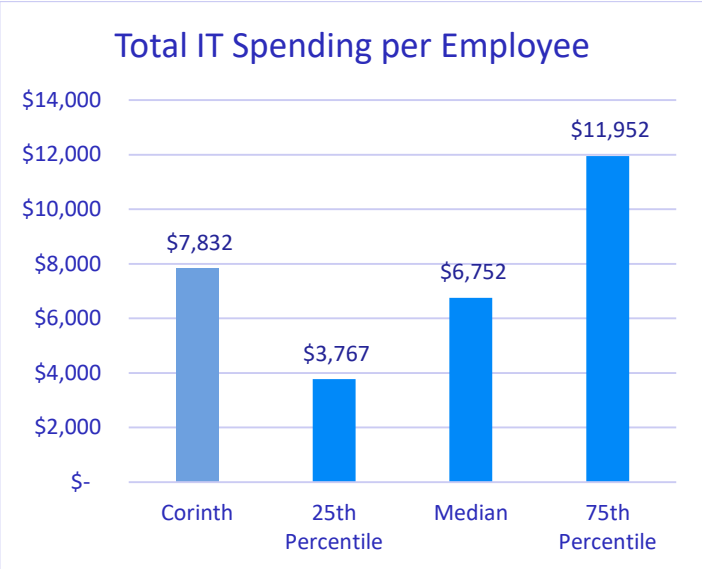
Financials

The City expended \$1,284,400 on information technology in FY 20-21 which represents 3.3% of total revenues for the same period. These expenses were divided among operating expense, including salaries and benefits (57%); capital outlay (10%); and software maintenance expense paid in other department budgets (33%). In comparison to benchmark organizations, Corinth IT expenditure as a percentage of revenue of 3.3% is between 25th percentile and the median. The level of technology funding has remained consistent over the past five years.

To normalize comparisons across organizations of different sizes, expenses are divided by the number of employees and the number of computers including desktop and laptops. Corinth’s IT spending per employee is \$7,832 which is slightly above the benchmark median of \$6,752. Spending per computer is \$5,512 which is slightly below the benchmark median of \$7,258. Both metrics indicate an appropriate investment in technology for a municipal government organization and not out of line with comparable organizations.

Personnel costs including salaries and benefits represent 44% of technology expense which exactly matches the benchmark cities indicating staffing levels are adequate.





Management

Strong IT managers take measures to align the IT organization’s efforts with the goals and objective or the broader organization. In this manner the IT organization can deliver tremendous value compared to the resources invested. Corinth has a Technology Steering Committee comprised of the senior leadership that is intended to guide the technology investments of the City to achieve the greatest value. This committee should resume regular meetings to aid the Technology Services department in implementing the objective of the technology plan.

The Information Technology Infrastructure Library (ITIL) is a set of documented best-practice processes and procedures for robust and predictable IT service delivery. ITIL is applicable to technology operations of all sizes, though smaller organization implement only a subset of the processes as a practical matter. Corinth delivers a high level of customer service, but it does so in an ad-hoc manner. This approach will not scale up as Corinth implements more technology to aid in municipal service delivery. ITIL can aid Technology Service department managers to streamline and standardize service delivery; document processes; formalize and measure service levels; and support continue process improvement efforts. Specifically, Corinth should work to implement the following practices: Service Desk, Service Level Management; Change Management; Measurement and Reporting; Information Security; and Continuous Improvement. These changes will take sustained effort over the term of the technology plan. A nominal schedule is provided below with information security spread throughout the plan.

- *Year 1* - Service Desk to capture and categorize all incidents/build KB
- *Year 2* – Service Level Management to prioritize all services (High/Medium/Low) and develop service level targets
- *Year 3* – Change Management – perform gap analysis and formal documentation of change management procedures
- *Year 4* – Measurement and reporting
- *Year 5* – Continuous improvement: Plan – Do – Check – Act loop

Technology Strategy

Discussions with staff and management lead to the development of the following technology goals:

- **Leverage Digital Systems** – using systems instead of labor-intensive, manual processes will gain efficiencies in the operations of Corinth. Existing technology investments should be utilized to the greatest extent to drive return on investment.
- **Workforce Multipliers** – labor is one of the greatest expenses of municipal government. Systems can help increase the productivity of the existing workforce to meet the needs of growing demand for municipal services.
- **Data-driven Management** – data is generated continually as a result of daily operations. This data can be collected and analyzed to provide insights in support of management decision-making and wise deployment of limited resources.
- **Community Partnerships** – seeking to involve community partners in the process of governing and municipal service delivery can drive civic engagement, support regionalization efforts, and create an ecosystem where community members make technology investments and share the benefits with community members.
- **IT Service Management** – management governance, standards-based service delivery combined with staff development creates a robust IT organization that can support rapid deployment and adoption of technology throughout the organization.

Goal A: Leverage Digital Systems

Government organizations tend to have many labor-intensive, paper-based processes since these are relatively easy to implement, require less training and computer skills, and on the surface appear to be a least-cost approach. However, the labor cost and error rate for this approach quickly overcome cost savings as the operation scales. By leveraging digital systems, business leaders can avoid unforeseen cost implications. The efficiency aspect should be considered for every new initiative and when redesigning processes.

1. Drive return on investment with existing systems – Corinth made substantial investments in digital systems prior to developing this plan. Expanding use of these systems to the greatest extent will maximize these prior investments.
2. Implement new digital systems – parts of the organization continue managing work with spreadsheets and paper documentation. Implementing work management and asset tracking systems will improve accuracy and streamline operations.
3. Technology foundation – digital systems rely on a robust, reliable, and redundant technology infrastructure requiring continual update and renewal of the software and equipment.

Goal B: Workforce Multipliers

Demand for municipal services is growing as an influx of development occurs in the community. Revenues lag behind the increase in demand because of the lag in appraisals. This means that the existing workforce has to increase service delivery without increases in headcount. Workforce multipliers are technologies that increase the capabilities of the workforce without additional labor.

1. Labor saving technology – often described as “smart city” technologies, labor saving technology can increase the efficiency of tasks so that employees can accomplish the same or better service level with less effort.
2. Drive continuous process improvement – driving errors and inefficiencies out of work processes will recover unproductive time to be invested in more value-added tasks.
3. Flexibility in accessing digital resources – the workforce is utilizing the City’s computing resources in more field and remote site locations. Getting more value out of resources means having the resources available wherever work is performed.

Goal C: Data Driven Management

The City of Corinth generates thousands of data points every day as a result of operations. Responses to requests for service or requests for information create data. Fleet vehicles generate high resolution data about their movements, utilization and operating efficiency. Billing systems, asset management systems, building environmental systems all generate data that can be captured and analyzed to gain management insights about the work of the government and deployment of limited resources.

1. Capture operational data to support management decision making – consider the information needed to measure, monitor, improve, and report the status and health of business processes and ensure the data needed is collected.
2. Make data available – collecting information about operation will help managers make wise decisions and has the added benefit of supporting government transparency.
3. Develop data driven skillset in staff – supporting the City-wide goal of professional development, data-driven skills must be developed in the workforce to make use of the information collected about the operations.

Goal D: Community Partnerships

Many organizations in the community are making independent plans to invest in technology efforts. Other government organizations, educational institutions, private service providers, some residential and commercial property owners throughout the community will be purchasing technology for their use and purposes. Coordinating efforts can generate economies of scale and uses which would not require funding above what is currently planned and budgeted. The effort invested in coordination can generate many mutual benefits without increasing expense.

1. Civic engagement – there is public mistrust in government at all levels: Federal, State and Local. Engaging the public in the process of governing will help dissolve mistrust.
2. Regional service provider – duplication of efforts and building duplicate service delivery infrastructure across multiple communities is inefficient and stretches limited resources thin. Taking a regional approach can achieve great efficiencies as pressure on general fund revenues and enterprise fund capital increases.
3. Partner ecosystem – engaging community partners and combining public technology investments with private investments can generate mutual benefits and lower expense.

Goal E: IT Service Management

Technology can generate great value when leveraged to support government operations, but it will have to be supported and maintained just like other equipment. Keeping the technology infrastructure functioning at peak performance requires the commitment of the organization and deliberate management planning. Planned and reactive maintenance activities are necessary to keep existing technology infrastructure operating at peak performance. Resource planning is necessary to manage the technology life cycle of that infrastructure. Engaging the entire organization in the planning effort garners support and aligns efforts with the goals of the organization.

1. Management governance – a robust management governance system can ensure that the limited resources are invested in the areas of greatest benefit to the overall organization.
2. Information Technology Infrastructure Library (ITIL) – adopting standard processes for IT service delivery can ensure a consistently high level of service delivery
3. Technology staff development and progression – creating a career path and mobility for staff with in-demand skillset will help keep skills current and retain skilled employees.

Technology Plan

Goal	Strategy
A - Leverage Digital Systems	A1 - Drive return on investment of existing systems
	A2 - Implement new systems where none are used
	A3 - Ensure a strong technology foundation
B - Workforce Multipliers	B1 - Labor saving technology
	B2 - Drive continuous process improvement
	B3 - Flexible access to digital resources
C - Data-driven Management	C1 - Data supports management decisions
	C2 - Data is available
	C3 - Develop data driven skillsets
D - Community Partnerships	D1 - Civic engagement
	D2 - Regional service provider
	D3 - Partner ecosystem
E - IT Service Management	E1 - Governance structure
	E2 - Information technology infrastructure library (ITIL)
	E3 - Technology staff development and progression

The tables below outline the projects planned. The plan should be reviewed and revised each year as part of the budget preparation process. Priorities can change within the organization and available funding levels fluctuate. Project cost will change in response to economic conditions. Cost estimates should be gathered for the next year effort and entered in the plan as part of the capital budgeting process.

Category	Project	FY22	FY23	FY24	FY25	FY26
Leverage Digital Systems	Physical Security		X	X	X	X
	Watchguard access point at City Hall		X			
	Call Center Upgrades (ARP)	110,000				
	SCADA Firewall	6,900				
	EOC SCADA System (ARP)	25,000				
	Point to point radio (ARP)	75,000				
	Annual Computer rollout	100,000	X	X	X	X
	Laserfiche License additions	19,000				
	Laserfiche Forms Expansion - Records Retention		X	X	X	X
	Investment Management System			X		
	Financial Report Preparation Software			X		
	Court Audio/Visual Upgrades for in-person hearings		X			
	City Hall Audio/Visual Equipment	10,000				
	Fiber installation for FS 1			X		
	Online transactions				X	

Category	Project	FY22	FY23	FY24	FY25	FY26
Workforce Multipliers	Lift station Camera System (ARP)	75,000				
	WW Video Management System (ARP)	31,500				
	License Plate Reader Cameras		X	X	X	X
	Watchguard Cameras		X	X	X	X
	Airdata - Drones		X			
	Bigbelly Solar Trashcans		X	X	X	X

Category	Project	FY22	FY23	FY24	FY25	FY26
Data Driven Management	Planning and Development System		X			
	Public Works Asset management / workorder system		X	X	X	
	Parks Irrigation system		X	X	X	
	Employee onboarding system	6,000				
	Time entry system	27,500				

Category	Project	FY22	FY23	FY24	FY25	FY26
Community Partnerships	Community Engagement Projects		X	X	X	X
	NCTC Relationship	X	X	X	X	X
	Neighborhood Association Relationships		X	X	X	X
	Commercial Property Owners Relationships		X	X	X	X
	Regional Service Delivery					
	- Police - Fire - Broadband - LCMUA GIS	X	X	X	X	X

Category	Project	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
IT Service Management	ITIL Framework	X	X	X	X	
	IT Ticketing System	X				
	Management Governance structure	X				
	Information Security					
	- Keypass - Email Encryption - Multifactor Authentication			X	X	X



CITY OF CORINTH
Staff Report

Meeting Date:	11/18/2021	Title: Contract ILA – Lake Cities Broadband
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 an Interlocal Agreement (ILA) with Lake Dallas, Hickory Creek, and Shady Shores for Phase Two of the broadband initiative, with Corinth managing the contract terms.

Item Summary/Background/Prior Action

Phase two of the broadband initiative includes contracting the services of Mighty River, a consulting firm who vets providers. The Lake Cities continue to work together to provide a more stable internet experience for its residents. They desire to participate with engaging the services of Mighty River with an amount not to exceed \$15,850. Corinth will manage the contract with Mighty River.

Financial Impact

The financial impact is based on each city’s population and land area.
 Corinth - \$8,242
 Lake Dallas - \$2,774
 Hickory Creek - \$3,012
 Shady Shores - \$1,822

Staff Recommendation/Motion

Staff recommends approval of the Interlocal Agreement with the Lake Cities.

INTERLOCAL COOPERATION AGREEMENT FOR CONSULTING SERVICES TO IDENTIFY BROADBAND SERVICE PROVIDERS FOR THE CITY OF CORINTH, THE CITY OF LAKE DALLAS, THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES

This Interlocal Cooperation Agreement for Broadband Study ("the Agreement") is made and entered into by and among the CITY OF CORINTH, a Texas home rule municipality, ("CORINTH"), the CITY OF LAKE DALLAS, a Texas home rule municipality ("LAKE DALLAS") the TOWN OF SHADY SHORES, a Type A general law municipality ("SHADY SHORES") and the TOWN OF HICKORY CREEK, a Type A General law municipality ("HICKORY CREEK"), Corinth, Lake Dallas, Hickory Creek and Shady Shores are collectively referred to herein as the "LAKE CITIES" and individually referred to as ("LAKE CITIES MEMBER"), each organized and existing under the laws of the State of Texas, the Texas Constitution and, as applicable, its Home Rule Charter, and acting by, through and under the authority of their respective governing bodies and officials.

RECITALS

WHEREAS, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the LAKE CITIES agree to jointly engage a consultant to conduct an evaluation of broadband service providers in order to select a broadband provider to enter into a Public Private Partnership with LAKE CITIES MEMBERS; and

WHEREAS, each LAKE CITIES MEMBER has identified concerns that their respective communities may not have the level of broadband access as defined and reported by the Federal Communications Commission; and

WHEREAS, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that the review of potential broadband service providers to establish a Public Private Partnership to serve the Lake Cities, to identify necessary improvements to serve both business partners and residents is a valid governmental interest; and

WHEREAS, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of a consultant to assist with the vetting and selection of a broadband service provider, a project that each could undertake individually as a governmental function; and

WHEREAS, LAKE CITIES desire to jointly participate in this Agreement to engage the services of a consultant to assist them with the selection of a broadband service provider for the Lake Cities region and have determined it appropriate to authorize CORINTH to enter into an agreement with Mighty River, Incorporated ("Consultant") to perform the study and provide the services set forth in **Exhibit "A"** hereto (the "Consultant Proposal") and pursuant to this Agreement, to participate in the cost for the services provided by Consultant pursuant to the Consultant Proposal; and

WHEREAS, the scope of the study to be performed by Consultant will be in accordance with the terms of this Agreement, including without limitation, Section 2 hereof, and the scope outlined in the Consultant Proposal, Exhibit “A” hereto, such scope having been agreed upon by each LAKE CITIES MEMBER; and

WHEREAS, the City Councils of each LAKE CITIES MEMBER has found that this Agreement and the services to be provided pursuant to the Mighty River Agreement are valid governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided hereunder.

NOW THEREFORE, the LAKE CITIES, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. **Term/Termination.** This Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign (“the Effective Date”). The term of this Agreement shall be for a period of twelve (12) months following the Effective Date. Any LAKE CITIES MEMBER may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other LAKE CITIES MEMBERS. A LAKE CITIES MEMBER who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated to pay its portion of the costs for services provided pursuant to the Consultant Agreement (defined in Section 2) through the effective date of such termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.**

(a) By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to negotiate and enter into an agreement with Consultant to evaluate service providers best qualified to enter into a Public Private Partnership for Broadband Technical Services and perform the tasks enumerated in Contractor’s Proposal, **Exhibit “A”** (the “Services”) for the LAKE CITIES in order to allow LAKE CITIES to enter into a Public Private Partnership agreement with a qualified provider (the “Project”). The Consultant Proposal and the Services provided thereunder are set forth in detail in **Exhibit “A”**, a substantial copy of which is attached hereto and incorporated herein. The LAKE CITIES hereby authorize CORINTH to negotiate and execute a contract with Consultant consistent with the Consultant’s Proposal and the terms of this Agreement (“Consultant Agreement”). Upon execution of the Consultant Agreement by Corinth, a copy of the executed Consultant Agreement shall be provided to each LAKE CITIES MEMBER, shall replace and supersede the Consultant Proposal as **Exhibit “A”** hereto, and the Consultant Agreement shall be incorporated herein by reference as **Exhibit “A”**.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Consultant and CORINTH in the performance of the various Project components for the purpose of identifying a qualified broadband services provider with which LAKE CITIES may enter into a Public Private Partnership Agreement. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Any payments owed the Consultant for the Services pursuant to Consultant

Agreement shall be paid directly by CORINTH from funds currently available to CORINTH, and each LAKE CITIES MEMBER agrees to pay its share in accordance with **Section 3, “Consideration”** of this Agreement. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the Consultant Agreement.

3. **Consideration.** CORINTH, LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Consultant pursuant to the Consultant Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed **FIFTEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$15,850.00)**. CORINTH agrees to make payments to Consultant in accordance with the Consultant Agreement, and each LAKE CITIES MEMBER agrees to make payments to Corinth within thirty (30) days of receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the LAKE CITIES MEMBERS for the Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

	Population		Land Area (miles)		Total Allocation	Total Cost
Corinth	22,634	60%	7.9	44%	52%	\$8,242
Lake Dallas	7,708	20%	2.7	15%	17.5%	\$2,774
Hickory Creek	4,718	13%	4.5	25%	19%	\$3,012
Shady Shores	2,764	7%	2.9	16%	11.5%	\$1,822
	37,824	100%	18.00	100	100%	\$15,850

4. **Authorization.** The undersigned officers and/or agents of the LAKE CITIES represent and certify that this Agreement has been approved by their respective governing body and that each is a duly authorized official and possesses the requisite authority to execute this Agreement on behalf of its governing body.

5. **Original Counterparts.** This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **Notice.** Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other parties in writing within ten (10) days of any change in the information listed in this paragraph.

CORINTH
 Bob Hart, City Manager
 3300 Corinth Parkway
 Corinth, TX 76208
 Telephone: (940) 498-3243

LAKE DALLAS
 Kandace Lesley, City Manager
 212 Main Street
 Lake Dallas, TX 75065
 Telephone: (940) 497-2226

HICKORY CREEK

John Smith, Town Manager
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065
Telephone: (940) 497-2528

SHADY SHORES

Wendy Withers, Town Manager
101 S Shady Shores Road
Shady Shores, TX 76208
Telephone: (940) 498-0044

7. **Assignment.** The LAKE CITIES agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of each other LAKE CITIES MEMBER.

8. **Venue.** This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Agreement shall be in Denton County, Texas.

9. **Independent Parties/Governmental Immunity.** Each LAKE CITIES MEMBER agrees and acknowledges that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each is not an agent of any of the other entities and that each is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver of any governmental immunity or other defense available to each LAKE CITIES MEMBER. The provisions of this section are solely for the benefit of the LAKE CITIES and are not intended to create or grant any rights, contractual or otherwise, to any third party. This Agreement is for the sole benefit of the LAKE CITIES and shall not be construed to create any third-party beneficiaries.

10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the LAKE CITIES, be rewritten to be enforceable and to give effect to the intent of the LAKE CITIES; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the LAKE CITIES.

11. **Non-Waiver.** Any failure by a LAKE CITIES MEMBER to insist upon strict performance by any one or more of the other LAKE CITIES MEMBERS of any material provision of this Agreement shall not be deemed a waiver thereof, and the LAKE CITIES MEMBER shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the LAKE CITY MEMBER waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any LAKE CITIES MEMBER of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12. **Entire Agreement.** This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the LAKE CITIES, superseding all oral or written previous and contemporary agreements among the LAKE CITIES relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by all of the LAKE CITIES.

13. **Further Documents.** LAKE CITIES MEMBER agrees that at any time after the Effective Date, they will, upon request of another LAKE CITIES MEMBER, execute and deliver such further documents and do such further acts and things as the other LAKE CITIES MEMBERS may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the respective City Council seated at the time that this Agreement is executed or any future respective City Council.

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____ 2021, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Date

CITY/GOVT ENTITY OF CORINTH, TEXAS

Bill Heidemann, Corinth Mayor

Date

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____ 2021,
in duplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES,
TEXAS:**

Cindy Aughinbaugh, Shady Shores Mayor

Date

ATTEST:

Wendy Withers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____ 2021,
in duplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK,
TEXAS:**

Lynn Clark, Hickory Creek Mayor

Date

ATTEST:

Kristi Rogers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____ 2021,
in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS:

BY:

Andi Nolan, Lake Dallas Mayor

Date

ATTEST:

Cody Delcambre, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT "A"
CONSULTANT PROPOSAL

**(TO BE SUPERSEDED BY MIGHTY RIVER CONSULTANT AGREEMENT IN
ACCORDANCE WITH SECTION 2(a) OF THIS AGREEMENT)**



**Confidential and Proprietary
Updated**

Statement of Work

Lake Cities Broadband Initiative

In September, 2020, the Lake Cities Broadband Committee launched an effort to improve broadband (high-speed internet) access for families, businesses, and communities across Denton County, Texas.

The Lake Cities Broadband Committee (LCBC) is comprised of local community leaders in the cities of Corinth, Hickory Creek, Lake Dallas, and Shady Shores. These communities have worked together to establish an overall broadband planning process and address the current and future broadband needs across the county.

The LCBC and its planning partner, Connected Nation Texas, have conducted data gathering, distributed and tallied surveys, and solicited service interest from at least four broadband service providers. The LCBC has evaluated the information provided by the broadband service providers and is ready to make a determination the deployment of broadband service.

The LCBC has asked Mighty River to submit a proposal to assist the LCBC in the process of selection of a broadband service partner for the Lake Cities region.

Tasks undertaken by Mighty River

In completing this work for LCBC, Mighty River would undertake the following tasks:

- Evaluate all proposals from broadband service providers
- Assist the LCBC in gathering information from the broadband service providers regarding:
 - o Fiscal stability of the broadband service provider

- The specific service plan and business plan broadband service providers have for LCBC region
 - Monthly recurring; one-time installation; equipment fees (is there a bring your own Customer Premise Equipment option for the customer); taxes and fees and construction charges (if any) for broadband service
 - Options for voice and video service with broadband service providers service packages (if any)
- Planned service area within the LCBC region – are any parts of the region not serviced by the broadband service provider
- Timeline for deployment of service
- Process for deployment of service – for example does the broadband service provider need a certain level of verified demand in an area to deploy service
- Cooperation level broadband service provider requires from the LCBC governments – this could cover marketing support; single point of contact for permitting and engineering issues; fee waivers for permits and franchise fees
- Technical support plan once service is deployed
- Service level agreement offered by the broadband service provider for end customers proposed by Broadband Service Provider including at a minimum standard for uptime, latency, jitter, packet loss and a guaranteed maximum upstream oversubscription rate
- In concert with the LCBC, reach agreement with a broadband service provider on terms of service and division of responsibilities between LCBC cities and the broadband service provider
- Advise on strategic use of American Rescue Plan funding with a focus on potential public private partnership with a broadband service provider
- Produce a first draft agreement including any consideration public private partnership with the selected broadband service provider that is reviewed by LCBC City Attorneys and other LCBC counsel
- Assist in finalizing the agreement with broadband service provider
- Prepare LCBC to oversee implementation of the agreement

Mighty River has now billed for 45 hours of work. The LCBC added Mighty River participation in a procurement process to the Scope of Work. Mighty River added 5 hours to the allotment to cover this participation.

The LCBC has requested Mighty River undertake the following roles:

- Participate in the selection of a broadband partner from the firms that submitted proposals in the procurement process
- Assist counsel in negotiating a contract with the selected broadband partner
- Assist with developing communications and messaging about the broadband partner to elected officials and the general
- Assume an ongoing oversight role to assist the LCBC in evaluating the performance of the broadband partner.

Proposed Cost Phase 1

Mighty River proposed an initial 90-day window of work from May 15th to August 15th, 2021. Mighty River estimated 40 hours of work during this 3-month timeframe to complete the tasks. Mighty River will bill only for actual hours worked and will submit a timesheet at the end of each month, outlining the work completed that month.

Mighty River’s billing rate for these hours is proposed at \$190 per hour for a total estimated billing of \$7600.

Proposed Cost Phase 2

Mighty River proposes an initial 90-day window of work from November 15th to February 15th, 2021. Mighty River estimated 40 hours of work during this 3-month timeframe to complete the tasks. Mighty River will bill only for actual hours worked and will submit a timesheet at the end of each month, outlining the work completed that month.

Mighty River’s billing rate for these hours is proposed at **\$180 per hour** for a total estimated billing of \$7200.

For ongoing oversight, Mighty River proposes 7 hours of work per month at \$150 per hour or \$1050 per month until the LCBC feels the need to cease the oversight arrangement.

The terms and conditions would remain the same as outlined below.

Notes:

- 1) For the existing scope of work, Mighty River assumes all risk for hours of work exceeding the planned hourly allotment. LCBC will not be billed for hours exceeding 40 if the scope of work remains the same.
- 2) Increases in scope of work beyond tasks are to be mutually negotiated. LCBC and Mighty River agree to discuss the impact of this on the hour estimates.
- 3) All cost of work, besides travel reimbursement, are included in the monthly fee.
- 4) Invoice terms will be net 30. Delays in payment beyond 30 days will include at 1.5% per month carrying charge.
- 5) Mighty River anticipates at least one trip to LCBC site for face-to-face meetings. Mighty River will receive reimbursement for travel costs as follows: Airfare-Lowest Refundable Airline ticket available; Lodging-Government Rate; Per Diem-Government rate; Ground Transportation and Parking.

Mighty River background

In July 2014, April and Joe Freddoso formed Mighty River, LLC as an advise and do firm in the broadband infrastructure and access sector. Mighty River immediately began work with the Federal Communications Commission (FCC) on a three-year project that included modernization of the FCC’s Universal Service Fund programs (E-rate, Rural Healthcare Program, Connect America Fund). In the last 7 years, Mighty River’s client work: successfully securing funding for broadband infrastructure projects; creating and implementing public/private broadband

partnerships; planning implementing Statewide and County based broadband enhancement projects; and working with private broadband infrastructure owner's to monetize their broadband assets.

April Blake Freddoso
Co-Founder and CEO – Mighty River, LLC.

April Freddoso is CEO and majority owner of Mighty River, LLC. In this role, she manages the firm's public relations, marketing and management consulting practice. She assists in creating broadband strategic opportunity roadmaps for Mighty River clients; helps clients to implement a broadband demand aggregation strategy and surveys; maps specific information on sources of broadband infrastructure funding (Federal, State, Private) to client needs; and categorizes and tracks sources of funding that have already been committed to institutions, service providers or facilities in geographic regions surrounding Mighty River clients.

April's work with MCNC involved extensive grant writing, including MCNC's \$104 million Broadband Technology Opportunities Grant award; developing and implementing strategic communications plans; media relations; and executive communications.

As a paralegal with a background in corporate law and civil litigation, April has conducted extensive legal research and analysis on a broad range of issues for cases in both state and federal court, drafted initial pleadings and discovery in order to assess the strength of the case and responded to the discovery of the opposition.

She also serves in the North Carolina Guardian ad Litem program to serve abused and neglected children by advocating for their best interests in court.

Joe Freddoso
Co-Founder and COO– Mighty River, LLC.

Prior to founding Mighty River, Joe completed a 7-year stint as President and CEO of MCNC. MCNC operates the North Carolina Research and Education Network (NCREN), which provides broadband connectivity to most Community Anchor Institutions in North Carolina. Under Joe's leadership, MCNC quadrupled its revenue, grew NCREN's connector community by 700% and now possesses a book value of over one quarter billion dollars.

Also, during Joe's time at MCNC, the organization completed a \$144 million expansion of NCREN, called the Golden LEAF Rural Broadband Initiative (GLRBI). This expansion included building over 1800 miles of new fiber optic infrastructure, acquiring 800 miles of fiber optic infrastructure through Indefeasible Right to Use (IRU) agreements and adding these fiber assets to the NCREN network. The result is an NCREN that covers over 80% of North Carolina's counties.

Joe led the effort to negotiate the fiber leases as the lessee and the lessor and all types of lit service, colocation, above the net services arrangements. MCNC successfully IRU'd to broadband service providers worth over \$25 million of fiber on the GLRBI. Joe and MCNC were recognized as White House Champions of Change in 2012 and Computer World Laureates in 2013.