

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, February 17, 2022 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

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

B. CALL TO ORDER

C. WORKSHOP AGENDA

1. Receive a report and hold a discussion on the Communications Strategic Plan.
2. Discuss regular meeting items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session Agenda items below.

D. ADJOURN WORKSHOP

E. CLOSED SESSION**

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

Section 551.087 - 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. Discuss land transfer - economic development incentive at Corinth Parkway and I35.
- b. Discuss building development incentives in the 3400 block of Corinth Parkway.

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

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

H. PROCLAMATIONS AND PRESENTATIONS

1. Proclamation recognizing the retirement of the Lake Cities Fire Department Chief, Michael Ross.
2. Proclamation recognizing Wayne Tomlinson – Neighbors Helping Neighbors.

I. CITIZENS COMMENTS

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

J. CONSENT AGENDA

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

- [3.](#) Consider and act on a revision to the minutes from the January 13, 2022, City Council Meeting.
- [4.](#) Consider and act on minutes from the January 20, 2022, City Council Meeting.
- [5.](#) Consider and act on minutes from the Joint Session held on January 26, 2022, with Corinth City Council, Shady Shores Town Council, Hickory Creek Town Council, and Lake Dallas City Council.
- [6.](#) Consider and act on authorizing the City Manager to execute the Texas Subdivision and Special District Election and Release Form for submission to the Office of the Attorney General relative to the Endo/Par/Teva Texas State-Wide Opioid Settlement Agreement.
- [7.](#) Consider and act on the revised Interlocal Agreement (ILA) with Lake Dallas, Hickory Creek, and Shady Shores for legal services to prepare a contract and franchise agreement for the broadband initiative, with Corinth managing the legal services agreement in an amount not to exceed \$27,000 and ratifying the amended engagement letter with Karl Kandutsch.
- [8.](#) Ratify the purchase of the Lake Cities Fire Department's (LCFD) tractor drawn aerial truck with Metro Fire Apparatus Specialists, Inc., in an amount not to exceed \$1,585,000, and authorizing the City Manager to execute the necessary documents.
- [9.](#) Consider approval of an Engineering Design contract with Jones|Carter for the Lynchburg Creek Flood Mitigation FEMA Grant in an amount not to exceed \$403,237 and authorizing the City Manager to execute the necessary documents.

K. PUBLIC HEARING

- [10.](#) Conduct a Public Hearing and consider and act on a request by the applicant, Skorburg Company, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-3 Single Family to a Planned Development with a base zoning district of SF-A Single Family Residential Attached (townhouses), on approximately ±8.251 acres located on the west side of Corinth Parkway, north of Lake Sharon Drive, south of Silver Meadow Lane and east of Woodcrest Circle at 2000 Corinth Parkway. (Case No. ZAPD21-0004 – Timber Ridge)

L. BUSINESS AGENDA

- [11.](#) Consider and act on approval of the Communications Strategic Plan.
- [12.](#) Consider and act on a Resolution of the City of Corinth establishing a City Logo Use Guide for non-city organizations; and providing an effective date.
- [13.](#) Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2021-2022 budget and annual program of services to provide for the expenditure of funds to pay for the annual contribution to the fire training facility; and providing an effective date.

- [14.](#) Consider and act on a contract between the Lake Cities Fire Department and Fire Training Structures (FTS), LLC, for the construction of a 3-story training structure located at the Fire Training Field at 2708 Shady Shores Road, in an amount not to exceed \$344,956, and authorizing the City Manager to execute the necessary documents.
- [15.](#) Consider and act on an Ordinance of the City of Corinth, Texas, calling for a Joint General Election with Denton County to be held on Saturday, May 7, 2022 for the purpose of electing one Council Member for Place 1, Place 3, and Place 4 to serve as members of the Corinth City Council for terms of two (2) years each; and authorizing the City Manager to execute any documents necessary to effectuate the intent of this Ordinance.
- [16.](#) Consider and act on an Ordinance of the City of Corinth calling for a Joint Special Election with Denton County to be held on Saturday, May 7, 2022, for the purpose of submitting to the qualified voters of the City propositions relating to amendments to the Corinth Home Rule Charter; and authorizing the City Manager to execute any documents necessary to effectuate the intent of this Ordinance.
- [17.](#) Consider and act upon the recommendation of the Planning & Zoning Commission to appoint Wade May as Chair and Cody Gober as Vice Chair for the 2021-2022 term.


M. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

N. ADJOURN

Posted on this 11th day of February 2022, at 11:30 A.M., on the bulletin board at Corinth City Hall.

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



Lana Wylie, City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Strategic Plan Communications Strategic Plan
Ends:	<input checked="" 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

Receive a report and hold a discussion on the Communications Strategic Plan.

Item Summary/Background/Prior Action

In February 2019, the City Council adopted a Communication Strategic Plan to enhance transparency and communication methods with residents. As communications technology and platforms for citizen engagement continue to advance, the Plan was expected to change to meet the emerging needs.

During the past six months, staff has been working with Slate Communications to develop the next phase in the city's communication efforts. The updated Communications Plan provides a framework for communication methods for both external and internal stakeholders. Recommendations are unique to Corinth and were developed through the following process:

1. Review and audit of existing communication methods
2. Meetings with staff, the Community Ambassadors, and the Youth Advisory Committee to better understand the community, what resonates with residents and communication topics.
3. Online community survey to gauge communication preferences.
4. Identify key audience segments and characteristics
5. Establish communication goals, objectives, and priorities
6. Create unique communication strategies, tactics, and process to fit Corinth's needs.

CITY OF CORINTH

COMMUNICATIONS PLAN 2.0



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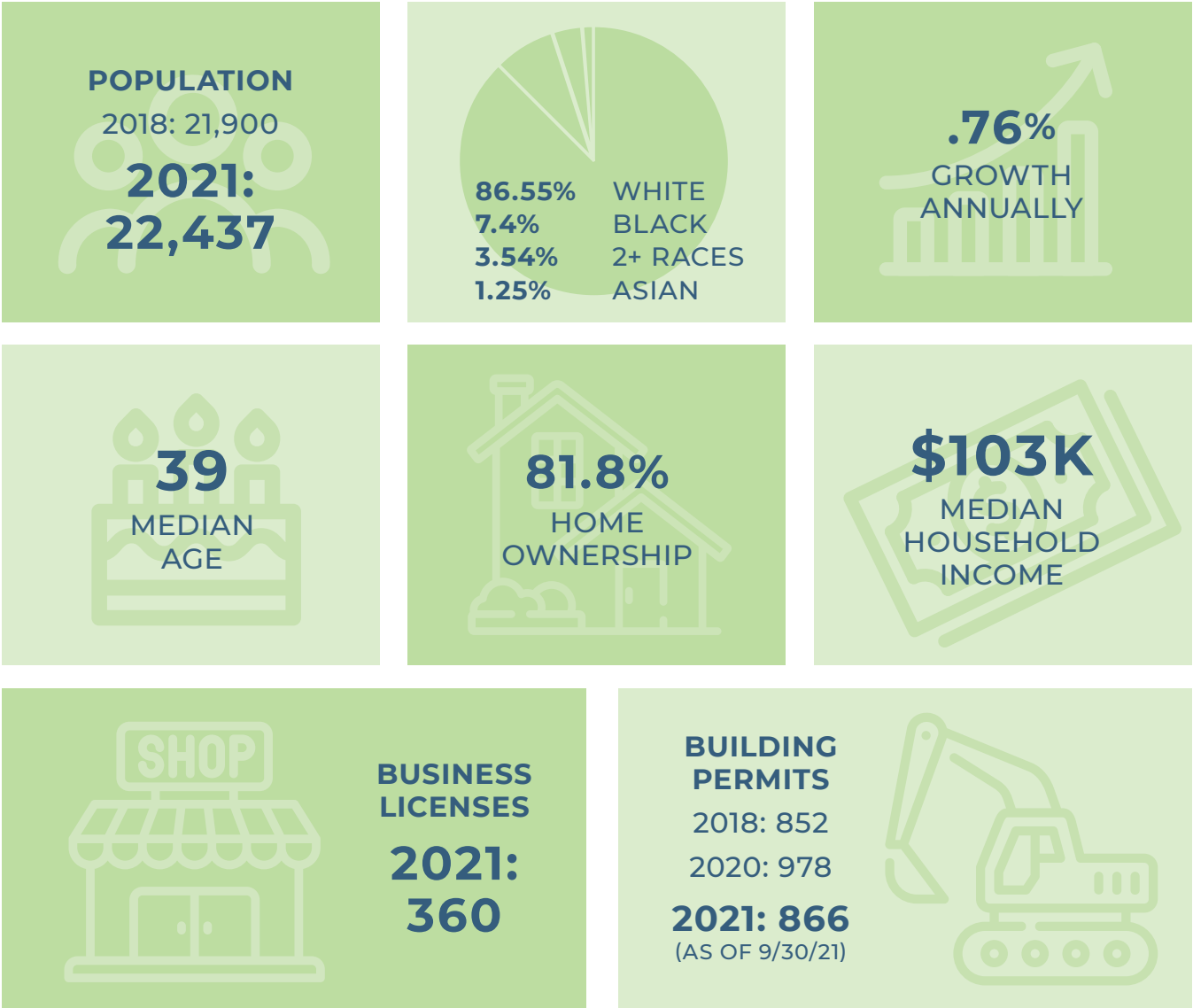




1. DISCOVERY REPORT

EVOLUTION OF CORINTH AS A COMMUNITY

Corinth is steadily growing, with plans to continue that growth and appeal to a more diverse population including younger families by adding more retail, restaurants and gathering places. The community is currently undergoing a plan to bring in more development in hopes of both bringing in and retaining new families and young people. With the expansion of the local college, there is an opportunity to strengthen the City/ College relationship to keep talent in Corinth and build an enduring sense of community.



ABOUT CORINTH AS AN ORGANIZATION

As an organization, the City of Corinth is growing quickly. Word of mouth is no longer a viable tool to share organization news and updates. Demands on staff time continue to create capacity issues.

The City of Corinth employs 181 full-time workers.

In the next five years, the City's staff will only grow. Corinth intends to:

- ▶ Add 3 firefighters in 2025
- ▶ Add Parks Maintenance Workers in 2026
- ▶ Add a Tourism and Event Manager in late 2022 to manage the Commons at Agora

Employee retention and recruitment has been difficult. Key positions are not immune to turnover, either. 2021 saw the hiring of a new Economic Development Director, Planning Director, and Public Works Director. With the fire chief retiring in February 2022, this position will need to be filled as well.

EXISTING CITY PLANS

The existing City plans outline the direction that Corinth wants to go and how to get there. The communications plan will need to take these goals into consideration and ensure that both staff and residents are kept informed about each step and how they play into the long-term vision. It can be easy to get lost in the weeds and little details of projects in the day-to-day, but all communications should point back to the overarching vision as a reminder to all Corinthians why we do what we do.

2040 Comprehensive Plan: This plan outlines guiding principles and core values for policy direction in Corinth for the next 20 years. Corinth will adopt policies that facilitate a growing community while building parks, trails, and other amenities. The City will allow room for future development, connect safe neighborhoods, and ensure that this growth is smart and sustainable.

Strategic Plan: The strategic plan outlines steps that the City will take to build the community that residents envision by 2030. These steps include attracting quality residential and non-residential development, engaging citizens, and encouraging and investing in regional cooperation.

VISION STATEMENT

A growing community that is conveniently located, delivers outstanding services, engages its residents, and provides a good mix of high quality retail, restaurants, and entertainment.

Parks Master Plan

Technology Strategic Plan

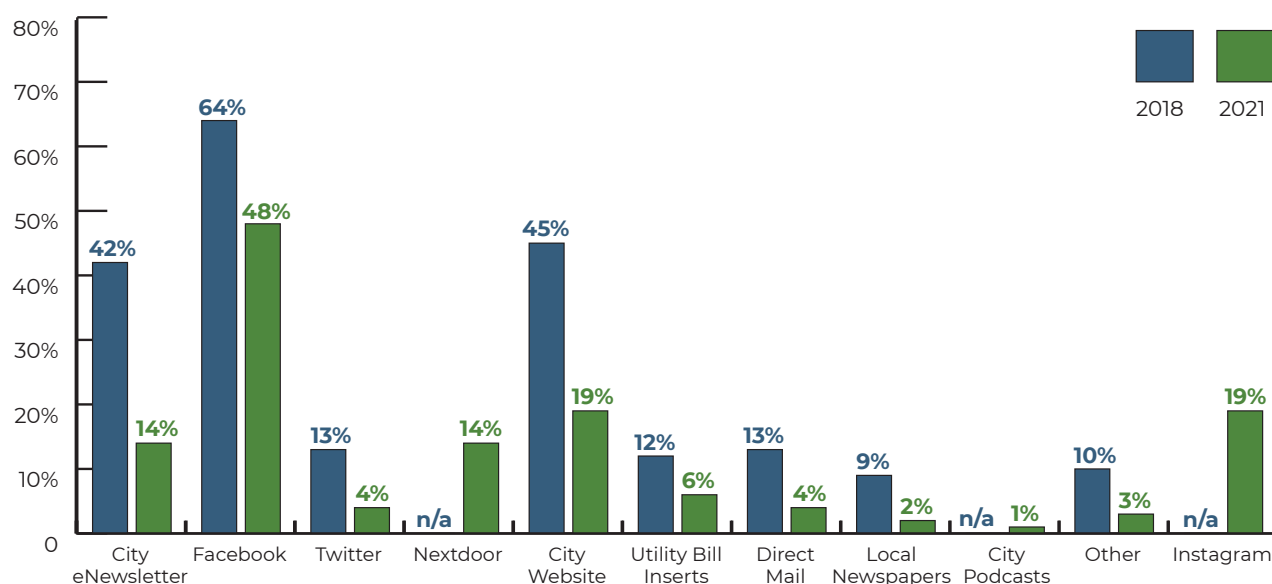
Police Department Strategic Plan

Fire Strategic Plan

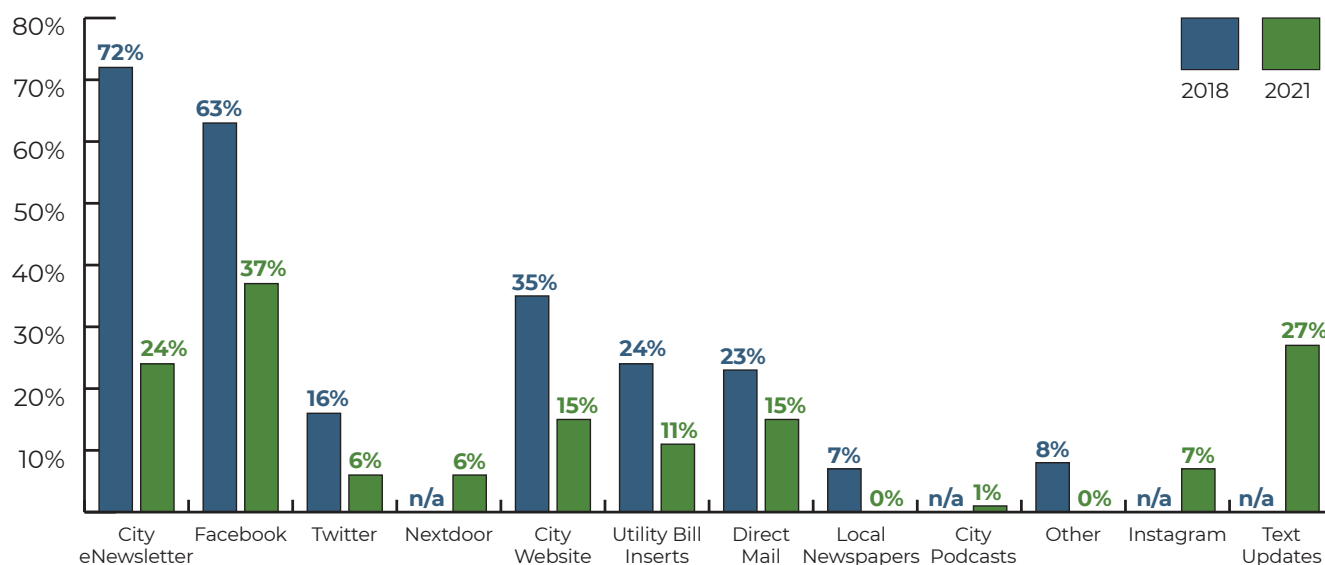
COMMUNITY SURVEY RESULTS

To better understand the communication preferences of Corinth residents, a short survey was put out to the community through the website and social media. A total of 106 responses were collected in 2018 and 35 in 2021.

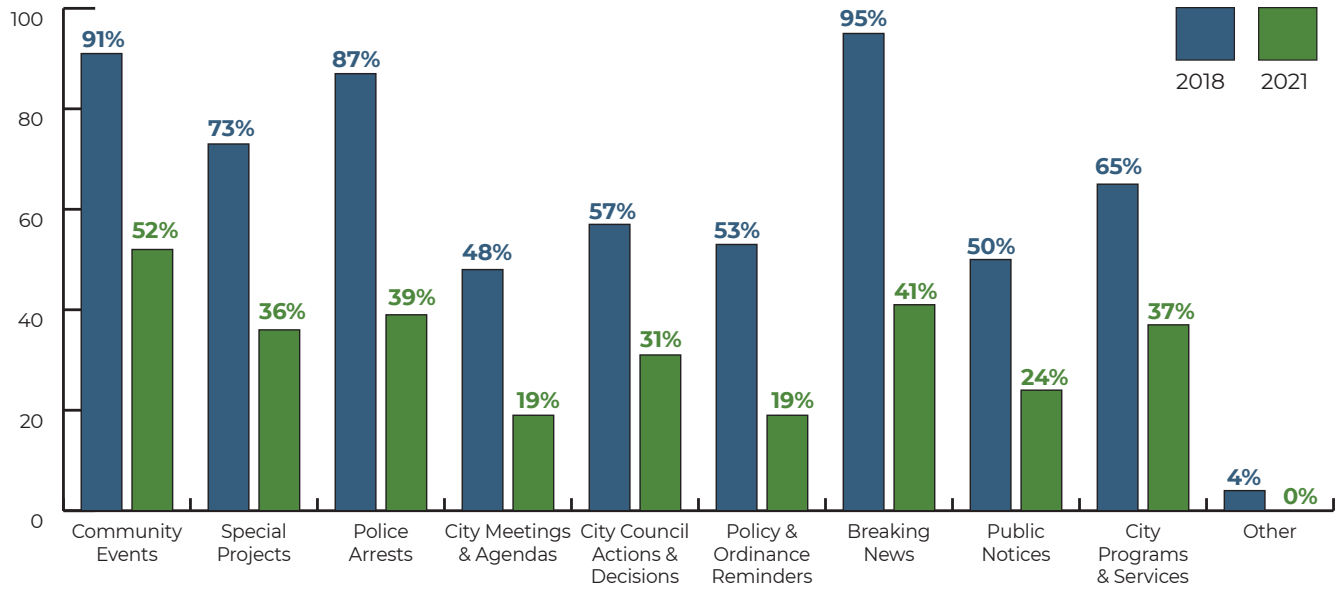
HOW DO YOU CURRENTLY RECEIVE CITY INFORMATION?



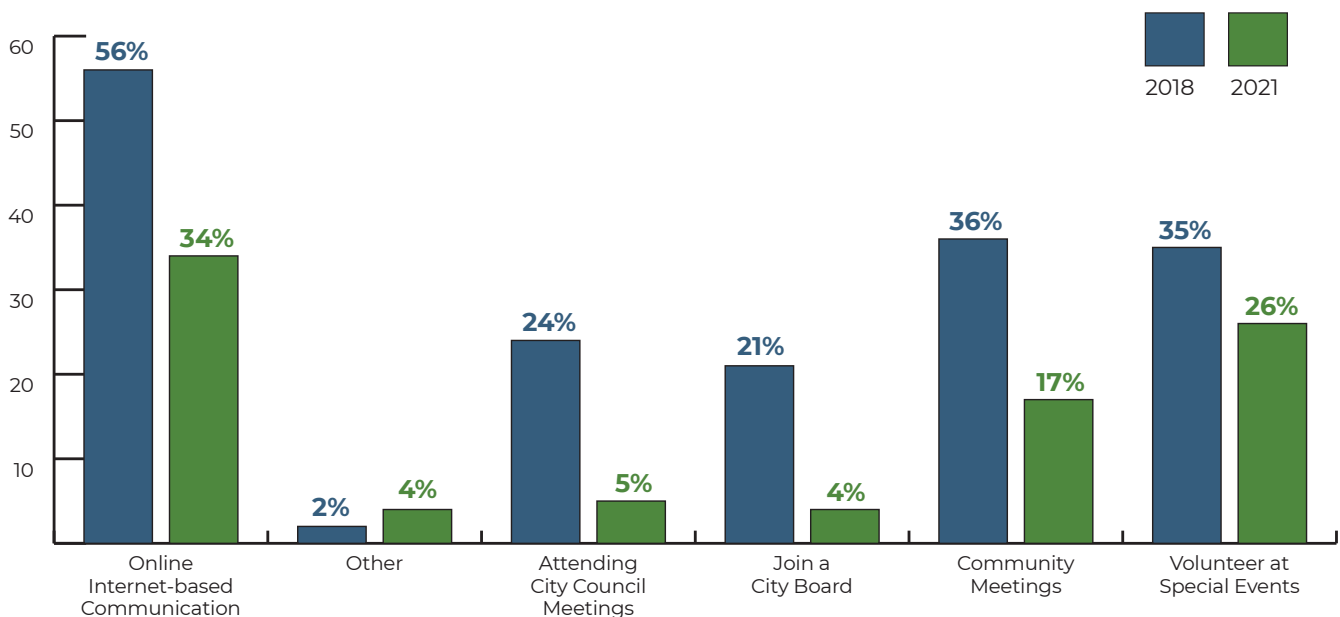
HOW WOULD YOU PREFER TO RECEIVE CITY INFORMATION?



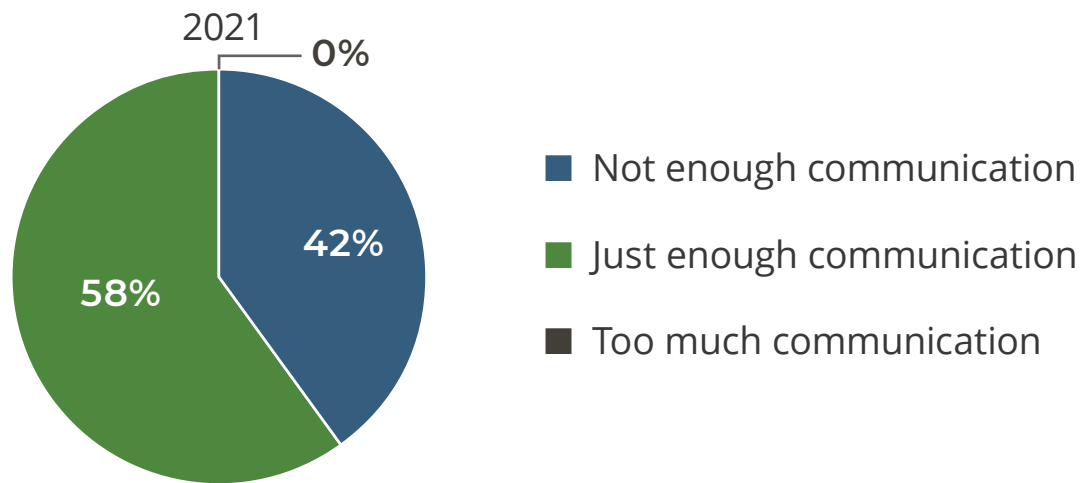
WHAT TYPES OF INFORMATION ARE YOU MOST INTERESTED IN?



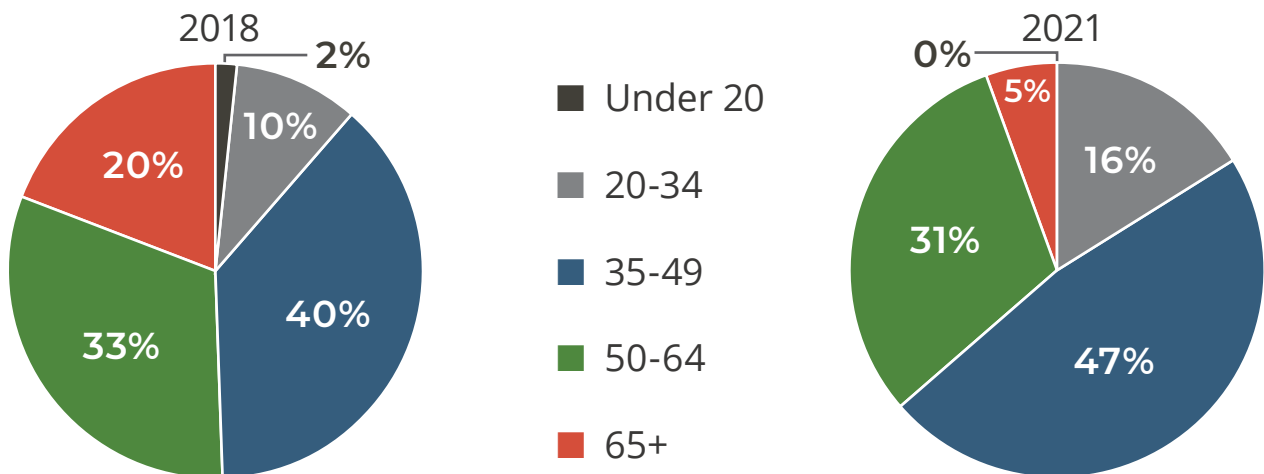
IF YOU WANTED TO BE MORE INVOLVED WITH THE CITY OF CORINTH, HOW WOULD YOU PARTICIPATE?



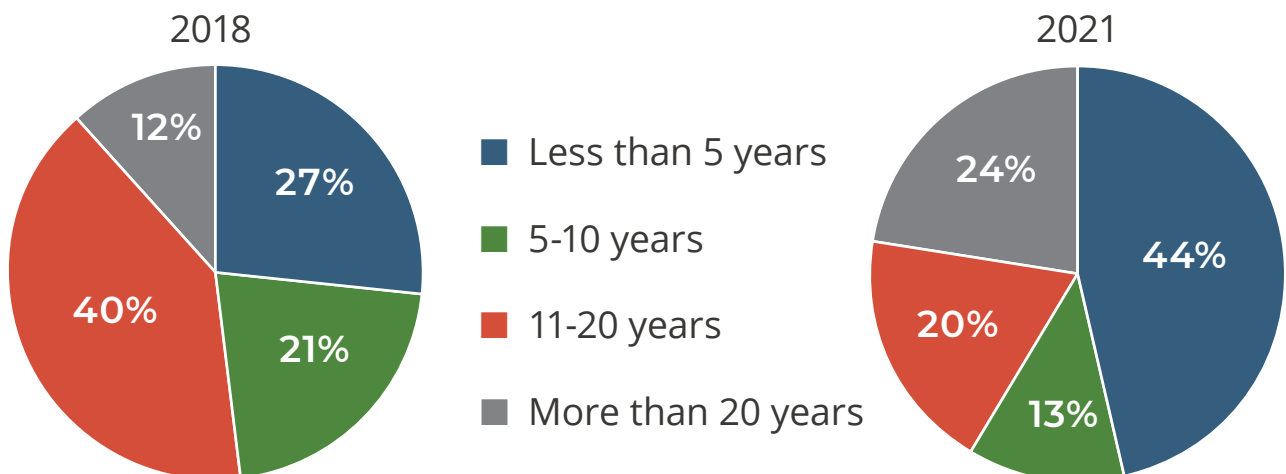
FREQUENCY OF COMMUNICATION FROM CITY TO RESIDENTS



WHAT IS YOUR AGE?



HOW LONG HAVE YOU LIVED IN CORINTH?



COMMUNICATIONS TOOLS

Since 2018, the City of Corinth has greatly expanded the number of tools used to reach residents. The City has added social media platforms and increased both the volume of posts as well as focused on more engaging posts that highlight happenings from various departments.

	2018	2021
Nixle Subscribers	1,756 (2019)	2,706

Since 2018, the City has added Instagram, Nextdoor, LinkedIn, YouTube, MyCorinth, and Nixle (emergency alerts).

CURRENT EXTERNAL TOOLS

City Website	Facebook	Twitter
Instagram	Nextdoor	LinkedIn
YouTube	MyCorinth (Bang the Table)	MyCorinth Mobile App
Citibot	Nixle	Constant Contact
	Mailchimp	

CURRENT INTERNAL TOOLS

Workvivo Intranet	Loomly Scheduler	ClickUp project management
Microsoft Teams	Adobe Creative Suite	Canva Pro

SOCIAL MEDIA STATS	2018	2021
Instagram Followers	n/a	791
Nixle Subscribers	1,756 (2019)	2,706
Facebook Followers	2,025	7,700
Facebook Impressions	659,072	1,426,726
Twitter Followers	n/a	931

WEBSITE STATS	2018	2021
Website Sessions	123,752	221,000

SUMMARY OF STAFF INTERVIEWS

After meeting with Economic Development, Public Works, Police & Fire, the Planning Department, and Human Resources, many common themes and struggles began to emerge.

THEMES

The local college campus is underutilized; how else can we connect with students, and how can we involve the youth?

We need to better utilize boards, other staff, and ambassadors as champions of what we are doing.

Some departments will be affected by inevitable growth more than others. Are those departments prepared to meet that demand financially and with adequate capacity? How do we communicate our readiness to combat concerns about decreases in service levels?

While there are adequate resources across departments, there may be an opportunity to reallocate or reposition them.

For example, fire stations can be in better locations, social media posts are high in quantity but can lack quality, lots of technology is available but may be underutilized, the website could be utilized better, Nixle could be segmented to better serve residents by neighborhood, and there is a need for increased communication from fire/police.

There is a missed opportunity when hiring new staff to educate them about departments and connect them with other areas of the City.

Technology is playing an increasingly important role in operations and communication. There's an opportunity to leverage these investments to provide more real-time and relevant information.

COMMON CHALLENGES

Cross-departmental teamwork is crucial and more is needed – not only do departments need to communicate with the communications team, but the communications team needs to show other departments the results and engagement! That feedback and response is valuable.

Residents don't fully understand what each department does.

Emergency communications lack structure and point people.

There is a hesitation around sharing information because plans change and staff is weary that information will quickly become outdated.

MAJOR PROJECTS

Agora

Economic Development Marketing

Backup Power

Charter Amendment

Broadband

Recruitment

SWOT ANALYSIS

STRENGTHS:

- Current communications team is high-functioning and effective.
- Many tools available to communicate with residents.
- Robust communications team that can dedicate time to specific campaigns and messages.
- Staff recognizes importance of communications and wants to improve.
- Potential to improve internal communications so departments know what each other is doing (and who each other is!)
- Technology continues to play a large and growing role in operations and communications.

WEAKNESSES:

- No consistent onboarding process to new hires, expectations for connecting, and teamwork across departments is not communicated.
- Communications team doesn't always return feedback to departments – departments don't always fully understand the success of their communications efforts.
- Communications tools aren't all being used optimally – email open rates have dropped and Facebook impressions (while followers increased) have been dropping since 2019.
- Emergency communications plan lacks structure and point people.

OPPORTUNITIES:

- There is an opportunity to partner with NCTC and with schools to involve the younger generations and youth.
- Regional collaboration – partnership with other Lake Cities in Denton County can help create more effective service models and communication efforts (e.g., fire departments).
- Continue educating the public about just what each department does (and why) and when the public has the opportunity for commenting.
- Strengthen messaging by connecting City decisions and services to the impact on individuals.

THREATS:

- Nearby large cities can draw residents away, particularly the younger population.
- Corinth doesn't have a lot of physical area to expand, so growth needs to happen strategically and within City limits. Such visibility only heightens attention on growth and potential negative impacts.
- Vocal residents can oppose new growth and projects, although they do not represent the majority.
- The global pandemic has caused cultural shifts that have made hiring and retaining employees infinitely more difficult.

KEY TAKEAWAYS

Internal Collaboration and Communications

Steps need to be taken to improve collaboration among departments, fostering a new culture of shared responsibility for quality communication which starts at orientation.

Community Pride and Loyalty

The youth and young adults in Corinth are currently disconnected and an under-engaged population. The City should work more with NCTC, Lake Dallas and Denton School Districts, and local high schools to create a community that they are proud to grow up in, live in, and want to return to to raise their own families. Long term residents need to understand how new development, projects, and people positively contribute to the community they love.

Strong Foundation with Great Potential

Corinth has the tools to be superstar communicators (internally and externally) but now we need to learn how to maximize all of these tools and make sure they are used to the best of their capabilities.

Growing Community and Changing Needs

The City and the City organization is about to go through a lot of rapid growth. As a community, we need to plan ahead and be prepared to answer residents’ questions, explain how the growth coincides with our comprehensive plan and community desires, and be ready in case of emergencies. As an organization, growth and turnover mean that we need to reinvest in foundational communication tools and integrate connectivity into daily work days.



2. GOALS

A

Move from simply communicating to fully engaging.

B

Maximize the effectiveness of current tools.

C

Generate support and enthusiasm for change (both internally and externally).

D

Build community pride.



3. AUDIENCES

CITY STAFF (INTERNAL) CHARACTERISTICS

Demonstrate a willingness to collaborate with other departments but aren't always sure how to start

Would generally love more face time with directors

Younger staff seem to be more willing to participate in fun activities while older staff are here to work

Mostly obtaining information from staff meetings

CORINTH RESIDENTS (EXTERNAL)

YOUTH	Generally not engaged with City issues, can't easily identify points of connection to local government
	Rely heavily on digital platforms – but not Facebook
SENIORS	Not as engaged with digital platforms (online surveys, social media, emails)
	More resistant to change and new developments
	Prefer physical, informational pieces
	Have more time to dedicate towards learning about City happenings
GENERAL	Like when information is “handed” to them and they don’t have to hunt for it
	Primarily obtain information via Facebook and prefer social media, text updates, and email newsletters (in that order)
	Looking for community events to attend with families
	Many have recently moved to Corinth within the last five years
LOCAL BUSINESSES	Mostly small and locally-owned businesses
	Many enthusiastic about Agora and future economic potential



4. KEY MESSAGES

The key messages of this communications plan are the core of everything. When in doubt, refer to our goals and key messages to determine the effectiveness of a campaign. Every piece of communication coming from the City to residents should support the “External Key Message” statements.

INTERNAL

1. All departments within the City organization are linked, and moving from simply communicating to engaging the community takes teamwork and a willingness to learn new things or help out in new ways.
2. The City organization is growing, and while this is exciting and a good thing, it will take cooperation amongst staff and departments to maintain our close-knit culture and best serve our community.

EXTERNAL

1. Corinth continues to grow and is doing so in a planned, strategic way, resulting in more opportunities and amenities for residents.
2. Corinth is a great place to live, and the City not only cares about community desires and hopes for the future but is actively working to make them happen at a pace that is sustainable and achievable.



5. STRATEGIES

STRATEGY #1

A C

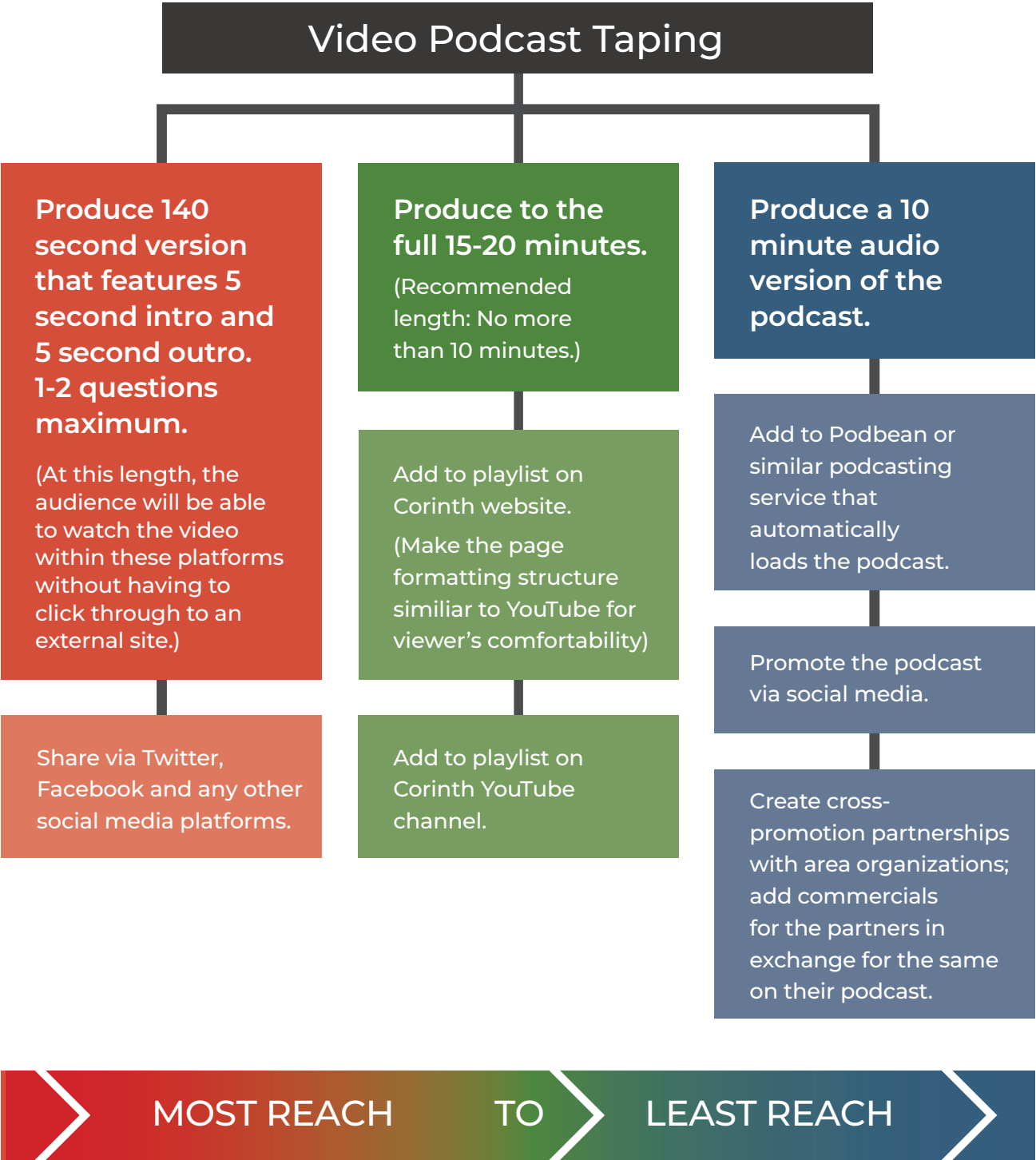
Develop and maximize tools that allow for more comprehensive storytelling and explain the “why” of City decisions

TACTICS:

MAXIMIZE MYCORINTH

- ▶ Develop a year-long campaign to get feedback from residents to emphasize the two-way street of communications with the City.
 - To take it a step further, identify 3-5 long-term engagement projects coming up that will be utilizing MyCorinth.
- ▶ Create a shared editorial calendar amongst dedicated staff members to plan topics correlating with projects throughout the year.
 - Build dedicated time into staff schedules to add to the engagement editorial calendar.
- ▶ Identify circumstances in which MyCorinth is most appropriate – it is an engagement platform, not another “catch all” and not another website. Define when a project should be added to MyCorinth and when it should not.
- ▶ Market MyCorinth internally to staff as the best engagement tool. Make sure it is understood that for any project that requires community engagement, it will be on MyCorinth.

UTILIZE PODCASTS AND VIDEOS



MAXIMIZE CITY AMBASSADORS

- ▶ Create physical tools for ambassadors.
 - Create a branded binder to collect and store information.
 - Provide ambassadors with three-hole punched handouts at each meeting that go over the main points of the agenda for that day.
 - Provide worksheets with background information on topics, checklists and timelines, and key talking points for how they can go about sharing this information with friends and neighbors.
 - Include City Manager reports or updates.
- ▶ Create a media kit and sample posts for ambassadors to share after each meeting.
- ▶ Provide them with materials to share their status as an ambassador within the community, such as business cards or rack cards that they can hand out.
- ▶ Utilize Workvivo as a collaboration tool.
- ▶ Pilot Citibot as a texting tool to communicate with ambassadors.

STRENGTHEN INTERNAL CONNECTIONS WITH TRAINING ON WORKVIVO TO INCREASE UTILIZATION AND EFFECTIVENESS

- ▶ Incorporate a 15-minute training into the onboarding process with new staff members.
- ▶ Provide tangible examples of how to use Workvivo within the City organization.
 - Ex. Learn more about someone's role beyond their title and department.

IMPLEMENT DATA-DRIVEN STORYTELLING

- ▶ Generate one-page infographic annual reports on large projects or for departments.
- ▶ Use Envisio tracking and reporting to tell the story of Corinth's organizational progress in the strategic plan.
 - Announce when new data is published online
 - Create a campaign to drive people to dashboard on monthly basis

BIG IDEA: CORINTH MAGAZINE

An annual publication of 20-30 pages, sent to each resident's home, is a great way to tell the whole story about current and future projects. It is an opportunity to introduce residents to City staff, illustrate real data and results, and provide context to new developments and plans.

STRATEGY #2

A

Create independent strategic plans/campaigns to dive deep into education

Some projects are simply too big to be covered underneath the umbrella of one, all-encompassing strategic plan. Projects that will involve multiple departments, span several months or years, and require significant input from the community (such as those listed below) will need their own, independent plans and/or campaigns. A separate plan will create a space to identify small details and nuances to educate the public better.

- ▶ Agora
- ▶ Broadband
- ▶ Economic Development Marketing to developers, entrepreneurs, business owners, and residents
- ▶ Recruitment
- ▶ Backup power
- ▶ Charter Amendment

STRATEGY #3



Build a culture of shared responsibility in the organization for communication to residents.

TACTICS:

DEFINE INTERNAL ROLES AND RESPONSIBILITIES

- ▶ Identify point people within each department to feed communications staff information.
- ▶ Potentially evolve into an “agency model,” further defined in the Big Idea.

CLARIFY RESPONSIBILITY AND INVOLVEMENT WITH COMMUNICATIONS DURING THE ONBOARDING PROCESS

- ▶ Show new staff members where they can find information about projects within the organization and within other departments.
- ▶ Assign new staff members a role in communication and explain the significance of the part they play.
- ▶ Introduce them to communications staff and their primary contact when sharing information.

DEVELOP A LONG-TERM COMMUNICATIONS STAFFING PLAN

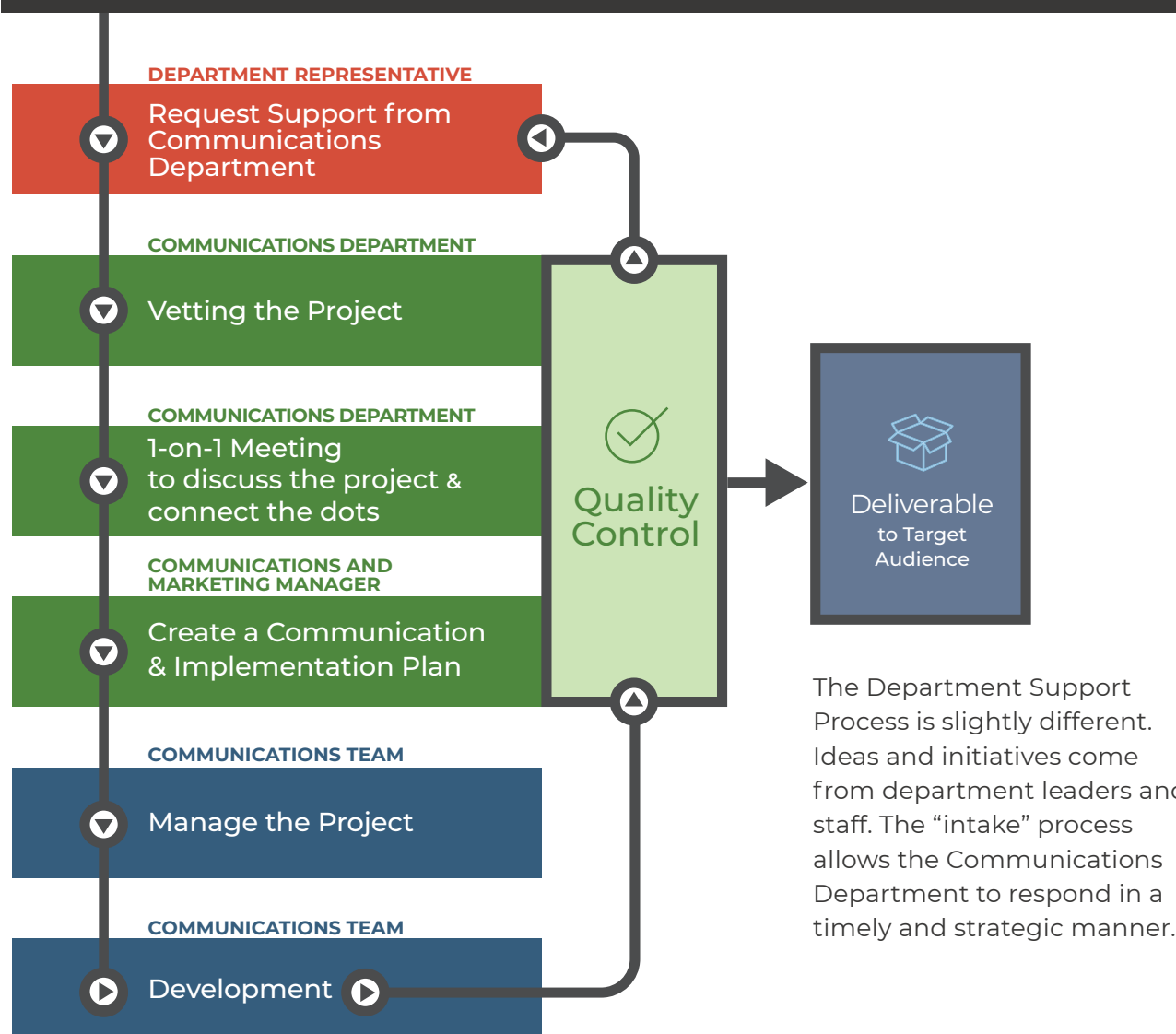
- ▶ Eventually, the police and fire departments will need their own PIO. Identify the path to getting to this point and what this person’s role will be and how that will change how the communications team interacts with these departments.
- ▶ Given the increased need for video production, the communications team will continue to work with IT to ensure that the videographer is readily available to capture and edit content. Check in annually to ensure the split between IT and Communications still fits the needs of the organization.

FORMALIZE THE PROCESS OF REQUESTING SUPPORT AND REPORTING BACK

- ▶ Report back to departments and City leadership on a quarterly basis to help the organization better understand the value of communications, community interests, etc.



Office/Department Support Process



DEVELOP A CRISIS COMMUNICATIONS PLAN/CHECKLIST*

- ▶ Plan template included at the end of this strategic plan to be completed with applicable information. A centralized call center has proven vital to crisis communication and should be included in the final product.

ADD COMMUNICATIONS AS A STANDARD AGENDA ITEM AT THE DIRECTORS MEETING

- ▶ Provide updates and calls for action during this time.

CREATE A “STORYTELLERS’ GROUP”

- ▶ Representatives from each department will gather once a month to share stories and updates from their teams and service areas.

- ▶ Communications staff will also attend the storytellers' group.
- ▶ Brainstorm unique ideas to get particularly interesting or exciting stories to the public.
- ▶ Storytellers can monitor Corinth social platforms and reshare as they are comfortable. In other words, they can take on roles similar to that of the Communications Ambassadors. By sharing information in their own networks, the City can expand their organic reach and potentially diversify their audience.

ARM FRONT-LINE STAFF WITH CONSISTENT MESSAGING AND TALKING POINTS

- ▶ Staff members that are out and about need to be on the same page about key projects or know where to send someone looking for more information. Create standard, informational one-pagers or tri-fold business cards for these staff members whenever they are working on projects that could draw questions from community members.
- ▶ Creating a template for these one-pagers will ensure the process is seamless when needed. Outline standard questions ahead of time, then plug and play the information when a new project begins.

BIG IDEA: THE AGENCY MODEL

The city organization is growing and may soon be large enough to consider adoption of an “agency model.” In this model, the core communications team acts as an agency would. Each communications staff member is assigned a few departments, and they are then responsible for knowing those departments’ updates, sharing in communications channels, and reporting back. This method can ease the workloads of staff currently trying to “do it all” as well as strengthen the individual relationships between departments and the communications department.

STRATEGY #4

Further segment and target residents.

TACTICS:

NIXLE SEGMENTATION AND TRAINING

- ▶ Nixle can notify residents of specific areas. Break the city into manageable sections and train the staff members most often using Nixle to inform more relevant areas.

TARGETED SOCIAL MESSAGING TO SEGMENTS

- ▶ Use Instagram to reach young families
 - Nearly **two-thirds of Instagram users are aged between 18–29**. 18- to 34-year-olds are the most active age group. Consider this audience when creating content.
 - Currently Instagram is prioritizing Reels over Stories. Maximize your reach and exposure by focusing on Reels.
 - Videos should be less than 60 seconds.
 - Post no more than 2-3 times per week.
 - Instagram will be used to help Corinth engage and educate residents, specifically those under age 34.
- ▶ Use Facebook as the primary social media tool to reach residents. Target content to an older audience.
 - Facebook is declining as the preferred tool among younger adults (18–34). The average Facebook user in the U.S. is **40.5 years old**. Consider this audience when creating content.
 - Highest engagement days on Facebook are traditionally Tuesday, Wednesday, and Friday.
 - Videos are currently the highest performing content type on Facebook, Optimal length is 15 seconds to 2 minutes.
 - Schedule posts for 2-5 times per week to allow more flexibility for the integration of specific campaigns.
 - Facebook will be used as the primary tool to help Corinth inform, engage, and involve residents older than 34.

- ▶ LinkedIn will be used to help Corinth bolster its image as a great place to work and demonstrate the community's economic potential and momentum to investors, developers and businesses.
 - Share and recognize partners and initiatives.
 - Utilize for economic development and recruiting.
 - Encourage organizational members to share and like content.
 - Post once per week, more videos than photos, and never just text.
 - Reach out to other businesses and organizations to create an expanded network.
 - Identify measurements of success and review periodically.
- ▶ Reserve a portion of the marketing budget for social media boosts and ads that are not event-related, and instead promote strategic campaigns and information.

STRATEGY #5

A B C D

Create more opportunities for connections among staff.

TACTICS:

LIVE Q&A WITH CITY MANAGER

- ▶ Stream and record a live Q&A session with Bob Hart. Employees can ask questions and interact with Bob in real-time or watch the recorded session online later. This is an opportunity for staff to hear directly from the City Manager about strategic initiatives and organizational priorities.

WELCOME NEW EMPLOYEES

- ▶ Create opportunities for staff to send personal notes or welcome messages to new hires.
- ▶ Put together Love My Corinth welcome baskets.

EMPLOYEE RECOGNITION CAMPAIGN

- ▶ Develop a peer-nominated recognition program, either monthly or quarterly, in which the selected individual's photo is shared along with a quote about why they love what they do.
- ▶ Share imagery on social, put posters up around the offices, create page on the website, spread positivity and the joy of working for the City of Corinth!

BIG IDEA: EMPLOYEE-DRIVEN TRAINING PROGRAM

Let employees connect over their passions! Once a month, employees can take a lunch hour and train those interested on any topic – it can be work-related or a hobby they do in their free time.

STRATEGY #6



Frame new growth and development as a catalyst to realize residents' vision of Corinth's future.

TACTICS:

FORMALIZED PROCESS FOR DEVELOPMENT PROJECTS

- ▶ Outline a process that includes development project timelines and checklists of standard communications items for each new project.

CREATE PROJECT HOT SHEETS

- ▶ A "hot sheet" can be just one page that gives a fast breakdown of background information, goals, key players, and where to find more information.
- ▶ To be distributed internally (staff, committees, boards) so that other staff are in the loop about other departmental projects and can communicate with residents when they are out and about.

PROVIDE BOD/EDC TOOLKITS

- ▶ This toolkit can include the project hot sheet as well as:
 - sample social media posts and encourage resharing of City posts.
 - talking points or tri-fold business cards.
 - a timeline and the main goals of the project.

IF THE PROJECT WILL REQUIRE COMMUNITY ENGAGEMENT, BUILD A ROBUST PAGE ON MYCORINTH

- ▶ All information from hot sheets
- ▶ Frequently asked questions
- ▶ Timeline and process
- ▶ End goals
- ▶ Explicitly state what the city can control and what it cannot
- ▶ Outline points at which the community can get involved (public hearings, attending board meetings, etc.)
- ▶ Work with point people of EDC and Planning and Development to ensure they do their part in keeping this information up to date

BIG IDEA: HIRE A DEDICATED PERSON TO BE THE COMMUNICATIONS PERSON

In line with the Agency Model, assign one communications person to be in charge of new growth and development communications. Their job will be to monitor the MyCorinth page, collect survey results, share information on social channels, create content (photos and videos), schedule podcast interviews, and head up an individual communication plan.



6. CRISIS COMMUNICATIONS PLAN

PURPOSE

The City of Corinth's Crisis Communications Plan outlines the roles, responsibilities and protocols that will guide the City in promptly sharing information with the City's audiences during an emergency or crisis.

All emergencies are not created equal. Develop a tiered response plan that offers an appropriate response level based on the scope threat using the chart below as a framework. In the Scope column, explain what circumstances would trigger the associated level response. In the Stakeholders column, identify departments that will be stakeholders in the community's response.

LEVEL	SCOPE	STAKEHOLDERS
LEVEL 1	Level one is the highest level of crisis escalation and reflects the broadest risk of citizen and operational disruption. Examples may include a severe natural disaster, pandemic, or a cyber attack that cripples operations.	
LEVEL 2	Level two represents a moderate potential risk to citizens or an impact on government delivery. Examples may include a mild natural disaster, active shooter event, infrastructure damage (e.g., collapsed bridge), or a local business crisis (e.g., factory fire).	
LEVEL 3	Level three represents a situation that requires a coordinated municipal response, but that is unlikely to pose a health risk to citizens or severely disrupt operations. Examples may include a political controversy or a scandal that involves a highly visible public figure.	

PLAN OBJECTIVES

The guiding principle for this plan is to communicate facts as quickly as possible, update information regularly as circumstances change, to keep the Corinth community safe and to ensure the continuity of essential services.

To achieve these goals, updates should be simultaneously accurate and delivered as quickly as possible. In many crisis situations, this may mean that the official information that is shared is incomplete as events unfold. Reacting swiftly with accurate information about what is known for certain during an emergency or crisis is key to avoiding lasting damage and spreading misinformation.

The City of Corinth will use multiple platforms to reach all audiences with accurate, timely information with the goal of being accessible to all decision-makers, community members and interested parties. The City will do this while being mindful of legal and privacy concerns.

AUDIENCES

There are several important audiences for the City of Corinth to reach during emergency situations. These include staff, elected officials, community members, businesses and those in surrounding areas.

PROCEDURE

In the instance that a crisis occurs, conveying critical information is essential to ensuring community safety and allowing for appropriate decision-making in an emergency or crisis situation. A series of statements will be drafted and properly distributed across media and City of Corinth platforms in a timely manner.

THE FOLLOWING STEPS WILL BE USED TO CONVEY CRITICAL INFORMATION IN A CRISIS SITUATION

1	Conference call with:
	City Manager – lead coordinator of crisis response, primary spokesperson, liaison to elected officials, liaison to other local governments
	City Mayor – secondary spokesperson, secondary liaison to elected officials
	City Attorney – ensure legality and limit liability of statements and communication
	City Communications Staff – crafts and distributes messages, central point of coordination for media and resident inquiries
	Police Department – to ensure appropriate coordination and updated information and public safety
	Other staff as needed, depending on the event.
2	Establish a spokesperson and key point of contact for all statements
3	Establish a point of origin and coordination with City Manager for all outgoing communications
4	Compose statements and speaking points
5	Coordinate with Mayor and elected officials
6	Distribute through existing channels prioritizing audiences as follows:
	City Council
	City staff
	City residents (direct channels)
	Local media
	Regional and national media
7	Compose a message from City Manager to City staff
8	Compose social media posts and monitor posts for needed responses

9	Craft press releases and respond to press/reporters
10	Update the website with appropriate updates
11	Craft and distribute email notifications
12	Hold press conference (if necessary)

AS IT IS IMPERATIVE TO USE ALL COMMUNICATION TOOLS AVAILABLE, BELOW IS A CHECKLIST OF CITY COMMUNICATION OUTLETS AND LOGINS:

TOOL	LOGIN	PASSWORD	CONTACT INFO
WEBSITE			Name: Email: Phone:
EMAIL NOTIFICATIONS			Name: Email: Phone:
EMERGENCY ALERT NOTIFICATIONS			Name: Email: Phone:
SOCIAL MEDIA			Name: Email: Phone:
LOCAL MEDIA CONTACTS	Name: Email: Phone:		

INCIDENT RESPONSE TEAM

The Incident Response Team should include those individuals who need to be informed first when a crisis occurs. Such stakeholders may consist of your elected officials, human resources director, department of public works director, director of information technology, public safety officials, and director of communications. Outline the purpose of your incident response team and include a list of its members, including titles and contact information.

Name: Title: Department: Email: Phone Number:	Name: Title: Department: Email: Phone Number:
Name: Title: Department: Email: Phone Number:	Name: Title: Department: Email: Phone Number:
Name: Title: Department: Email: Phone Number:	Name: Title: Department: Email: Phone Number:

ROLES AND RESPONSIBILITIES

Regardless of threat level, identify what each department's priorities should be during a crisis. Adjust the chart below to fit the needs of your municipal structure.

DEPARTMENT	STAKEHOLDER(S)	ROLES & RESPONSIBILITIES
ELECTED OFFICIALS		
ADMINISTRATION		
PUBLIC COMMUNICATIONS		
PUBLIC SAFETY		
HUMAN RESOURCES		
INFORMATION TECHNOLOGY		
DEPARTMENT OF PUBLIC WORKS		
FINANCE		
UTILITIES		
CLERK OR RECORDER		
PARKS AND RECREATION		

RISK ASSESSMENT

Explain that the incidence response team will collaborate on establishing the threat level from the escalation framework and establish immediate priorities. The conversation should aim to answer the following questions:

- ▶ What happened?
- ▶ Where?
- ▶ Who was affected?
- ▶ When did we learn about the incident?
- ▶ What future risk is there to citizen safety?
- ▶ What government service delivery operations, if any, will be affected, and for how long?
- ▶ Develop an emergency response and if necessary a business continuity plan.

PLAN EXECUTION

Inform impacted stakeholders about the events, communicate the emergency response and business continuity plan, and execute the plans. Include who the next-level stakeholders are and what communication channels should (or should not) be used to communicate the events and response. Outline likely action items and responsible parties below based on the given examples.

ACTION ITEMS	RESPONSIBLE PARTY
Execute emergency communication plan	Communications Department
Deploy emergency response teams	Public Safety
Establish road barriers	Department of Public Works and Public Safety



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Proclamation Michael Ross
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

Proclamation recognizing the retirement of the Lake Cities Fire Department Chief, Michael Ross.

Item Summary/Background/Prior Action

Fire Chief Ross has served with the City of Corinth since 2014 culminating a fire service career of more than 33 years. He is retiring on February 25, 2022.

Career achievements include managing the \$1.4 million SAFER Grant; succession planning to include command classes, leading to the implementation of the Duty Captain; amending the hiring process to attract applicants; the recent 48/96 schedule trial; and the lateral pay for experienced personnel.

LCFD earned recognition for their management practices after an evaluation was performed by the Insurance Services Office (ISO) and the Center for Public Safety Management (CPSM). The Department is currently being evaluated by the Texas Fire Chiefs Association Best Practices Program and based on initial feedback, the department expects to receive “Recognized” status.



PROCLAMATION

***Honoring Chief Michael Ross upon his retirement and
Recognizing his loyal service to the City of Corinth and the Lake Cities***

- WHEREAS,** *In June 2005 Chief Ross graduated from National Labor College with a Bachelor of Arts in Safety and Health; and*
- WHEREAS,** *In July 2010 Chief Ross graduated from the National Fire Academy of the U.S. Fire Administration as an Executive Fire Officer (EFO); and*
- WHEREAS,** *In May 2012 Chief Ross graduated from Grand Canyon University’s Ken Blanchard School of Business with a Master of Science in Leadership with Emphasis in Disaster Preparedness and Executive Fire Leadership; and*
- WHEREAS,** *Chief Ross was part of the Tarrant County College, Emergency Medical Service Program in Hurst, Texas for nineteen years; and*
- WHEREAS,** *Chief Ross was part of the North Central Texas College, Emergency Medical Service Program in Corinth, Texas for eight years, and*
- WHEREAS,** *Chief Ross was part of the Texas Task Force (TX-TF1) for ten years; was with the City of Bedford Fire Department in Bedford, Texas for twenty-six years; and with the City of Corinth, Lake Cities Fire Department in Corinth, Texas for seven years; and*
- WHEREAS,** *Chief Ross is a certified Texas Master Firefighter, Texas Instructor III Master, Texas Licensed paramedic, Texas Fire Officer II, Texas Hazardous Materials Technician, and a FEMA Incident Safety Officer; and*
- WHEREAS,** *Chief Ross received Honors including Official Recognition from Governor Rick Perry, Certificate of Congratulations from the Texas Senate, Letter of Appreciation from the Texas Senate, Special Recognition from Senator John Cornyn, Letter of Appreciation from Senator Chris Harris, Certificate of Special Recognition from the Texas House, Certificate of Special Congressional Recognition from Congressman Kenny Merchant, Special Recognition from Congresswoman Kay Grainger, Certificate of Appreciation from Lake Dallas ISD/HS Fire Academy, and 33 other letters of recognition and thanks; and*
- WHEREAS,** *Chief Ross received Awards including LCFD Employee of the Year, LCFD Life Saving Award, LCFD Unit Citation twice, recipient of the International Association of Firefighters Union Plus Scholarship, National Society of the Sons of the American Revolution – EMS Commendation Award, American Legion – EMS Commendation Award, Certificate of Merit from the City of Bedford, Bedford FD EMS of the Year twice, and the Bedford FD Leadership of the Year Award twice; and*
- WHEREAS,** *During his leadership in Corinth and the Lake Cities Fire Department, the ISO rating was raised to Level II, and the department completed recognition status through the Texas Fire Chief’s Association; and*
- WHEREAS,** *Chief Michael Ross is retiring as Fire Chief of the Lake Cities Fire Department after a successful career in municipal and emergency services, and with his retirement he will be missed by his colleagues but can now enjoy the things in life which he so richly desires and deserves.*

Signed this 17th day of February 2022.

Bill Heidemann, Mayor
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Proclamation Wayne Tomlinson Day
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

Proclamation recognizing Wayne Tomlinson – Neighbors Helping Neighbors.

Item Summary/Background/Prior Action

Mr. Tomlinson has been instrumental with helping more than 50 families during the pandemic. He enlisted the help of his neighbors and created Neighbors Helping Neighbors.

Staff Recommendation/Motion

N/A



Proclamation

*Wayne Tomlinson Day – Neighbors helping Neighbors
A neighborhood level effort to help families impacted by the Covid-19
shutdown*

Whereas Wayne Tomlinson, a Corinth resident who witnessed residents who were negatively impacted by the government mandated economic shutdown that crippled thousands of area businesses and eliminated the only income for thousands of local families, utilized the outreach power of the NextDoor app by creating a discussion to help neighbors who were experiencing economic stress and job loss; and

Whereas Wayne Tomlinson, encouraged neighbors to come together to help those who were struggling; and

Whereas Wayne Tomlinson's pleas for help and his generous neighbors/neighborhood assisted single mothers and their children, two families whose apartments burned, three single mothers and their children who were in abusive relationships, furnishing all five family's new residences and helped a homeless couple with obtaining a residence, a job, and a donated vehicle; and

Whereas Wayne Tomlinson's efforts have had a significant impact to over 50 families, with payment of past due utility bills, rent payments, food, and clothing; and

Now, Therefore, I, Bill Heidemann, Mayor of the City of Corinth, in recognition of and appreciation for the efforts of Wayne Tomlinson, do hereby proclaim February 17, 2022, as "Wayne Tomlinson Day" in the City of Corinth, Texas.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Minutes Approval of Revised Meeting Minutes
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on a revision to the minutes from the January 13, 2022, City Council Meeting.

Item Summary/Background/Prior Action

Attached are the revised minutes, in draft form, and are not considered official until formally approved by the City Council. The transcription stated that the Public Hearing for the Masonry Screening Wall had been closed when it was continued to the February 3, 2022, City Council Meeting.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, January 13, 2022 at 5:45 PM

City Hall | 3300 Corinth Parkway

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 13th day of January 2022, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

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
Jerry Garner, Police Chief
Michael Ross, Fire Chief
Chad Thiessen, Assistant Fire Chief
Greg Ward, Fire Division Chief
Guadalupe Ruiz, Human Resources Director
Glenn Barker, Public Works Director
Michelle Mixell, Planning and Development Manager
James Trussell, Multi-Media Video Production Intern
Lance Stacy, City Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

1. Review and receive direction on the Home Rule Charter amendments previously discussed during the Workshop Sessions held on November 18, 2021, and December 16, 2021.

The item was presented and discussed.

2. Receive a report and hold a discussion regarding iChoosr, LLC's solar power program for the homeowners of Corinth.

The item was presented and discussed.

3. Receive a report regarding the Lake Cities Fire Department's (LCFD) 48/96 work schedule and a tractor drawn aerial truck.

The item was presented and discussed.

4. Review and discuss the Fire Station Location Study performed by the UTA Capstone class.

The item was presented and discussed.

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

No items for the Regular Session Meeting were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 7:21 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 7:25 P.M.

PROCLAMATIONS AND PRESENTATIONS

1. Presentation of the 2021 Richard R. Lillie Texas Chapter of the American Planning Association Excellence Award.

The item was not presented.

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.

Charles Locke and Kevin Lively of 1400 North Corinth Street, Mrs. Lively's Cajun Kitchen, addressed the City Council regarding the lack of business since moving to Corinth. They would like to keep their business at this location, they like the area. They requested assistance from the City and City Council with promoting their business.

CONSENT AGENDA

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

2. Consider and act on minutes from the December 16, 2021, City Council Meeting.

Motion made by Council Member Garber to approve the consent agenda as presented. Seconded by Mayor Pro Tem Burke.

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

PUBLIC HEARING

3. Conduct a public hearing to consider testimony and take action on a proposed amendment to the City's Unified Development Code (UDC), Section 4: Sign and Fence/Screening Regulations, Subsection 4.02.11. Screening Requirements for Residential and Nonresidential Properties, Subsection 4.02.11.C.1. Nonresidential Construction Abuts Residential Zoning Classifications (ZTA21-0001).

The item was presented.

Mayor Heidemann opened the Public Hearing at 7:45 P.M.

No comments were made.

Mayor Heidemann continued the Public Hearing until the February 3, 2022, City Council Meeting at 7:00 P.M. City Council action may take place at that meeting.

BUSINESS AGENDA

4. Consider and act on a Memorandum of Understanding between the City of Corinth and iChoosr, LLC for the purpose of providing homeowners of Corinth with group purchasing power in the procurement of a high quality residential solar PV system installation, including financing options, and authorizing the City Manager to execute the necessary documents.

Motion made by Mayor Pro Tem Burke to approve the Memorandum of Understanding with iChoosr 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

5. Consider and act on an Interlocal Agreement (ILA) with Lake Dallas, Hickory Creek, and Shady Shores for legal services to prepare a contract and franchise agreement for the broadband initiative, with Corinth managing the legal services agreement in an amount not to exceed \$27,000.

Motion made by Council Member Garber to approve the ILA between the Lake Cities and Kandutsch Law Firm for broadband negotiations, contract documents, and franchise agreements. Seconded by Council Member Pickens.

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 shared her conversation with Mrs. Lively's Kitchen owner, Kevin Lively, and requested that staff see what they can do to assist with promoting their business.

City Manager Hart responded, Elise Back, CEDC Director, visited Bella Maca and Mrs. Lively's Kitchen today and neither owner was present; and that Elise will continue to connect with the owners.

Mayor Heidemann shared his thoughts on the Broadband Committee Meeting from January 12th, he is excited for the development and for the Joint Meeting on January 26th.

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 7:59 P.M.

Approved by Council on the ____ day of _____ 2022.

Lana Wylie, City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Minutes Approval of Meeting Minutes
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on minutes from the January 20, 2022, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, January 20, 2022 at 6:00 PM

City Hall | 3300 Corinth Parkway

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 20th day of January 2022, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

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
Katherine Lindsey, Assistant to the City Manager/Deputy City Secretary
Patricia Adams, City Attorney
Jerry Garner, Police Chief
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Brett Cast, Chief Budget Officer
Glenn Barker, Public Works Director
Elise Back, Economic Development Director
Cleve Joiner, Building Official
Michelle Mixell, Planning and Development Manager
Shelley McCann, Code Compliance Officer
Shea Rodgers, Chief Technology Officer
Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the meeting to order at 6:00 P.M.

WORKSHOP AGENDA

1. Receive a report, hold a discussion, and provide staff direction on the draft Tree Preservation Ordinance provisions/comparison findings update.

The item was presented and discussed.

2. Hold a discussion on the establishment of governance policies for City Council and City Boards and Commissions.

The item was not presented and will be moved to a future meeting.

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

No items for the Regular Session Meeting were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:33 P.M., and immediately convened into Closed Session.

CLOSED SESSION

The City Council will convene in such executive or closed session to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code. After discussion of any matters in closed session, any final action or vote taken will be public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not. Mayor Heidemann convened into Closed Session at 6:33 P.M.

Section 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. Unauthorized third-party use of City-owned property.

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. BEING a 60-foot-wide strip of land situated in the L.H. BATES SURVEY, Abstract No. 204, Corinth, Denton County, Texas, and being a portion of Lot 2, Block A, PINNELL SQUARE ADDITION, to the City of Corinth, Denton County Texas according to the plat recorded in Document No. 07-22993, of the Official Public Records of Denton County, Texas, and also being a portion of the tract of land conveyed to North Texas Crossroads Investment, LLC, by the deed recorded in Document No. 2008-100464, of the Official Public Records of Denton County, Texas. Consisting of 0.347 acres of land.

- b. BEING a 60-foot-wide strip of land situated in the L.H. BATES SURVEY, Abstract No. 204, Corinth, Denton County, Texas, and being a portion of Lot 2, McCLAIN ADDITION, to the City of Corinth, Denton County Texas according to the plat recorded in Document No. 96-R0029793, of the Official Public Records of Denton County, Texas, and also being a portion of the tract of land conveyed to Nathan McClain, by the deed recorded in Document No. 94-0078637, of the Official Public Records of Denton County, Texas. Consisting of 0.251 acres of land.

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

Consider and take appropriate action regarding unauthorized third-party use of City-owned property generally located at 6801 South Interstate 35, including authorization to the City Attorney for filing appropriate legal action for available remedies.

Mayor Heidemann recessed the Closed Session at 6:52 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 7:02 P.M.

PROCLAMATIONS AND PRESENTATIONS

1. Proclamation recognizing Law Enforcement Appreciation Month - January.

Police Chief Garner accepted the Proclamation for Law Enforcement Appreciation Month.

2. Presentation of the 2021 Richard R. Lillie Texas Chapter of the American Planning Association Excellence Award.

Michelle Mixell accepted The American Planning Association Excellence Award on behalf of the Planning and Development Department.

CITIZENS COMMENTS

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

There were no comments made.

CONSENT AGENDA

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

3. Consider and act on minutes from the January 13, 2022, City Council Meeting.
4. Consider and act on Resolution No. 22-01-20-01 reviewing and adopting the investment policy for funds for the City of Corinth and providing an effective date.
5. Consider and act on Resolution 22-01-20-02 reviewing and adopting the investment policy for funds for the Economic Development Corporation Investment Policy and providing an effective date.
6. Consider and act on Resolution No. 22-01-20-04 reviewing and adopting the investment policy for funds for the Fire Control, Prevention, and Emergency Medical Services District and providing an effective date.
7. Consider and act on Resolution No. 22-01-20-03 reviewing and adopting the investment policy for funds for the Crime Control and Prevention District and providing an effective date.
8. Consider and act on the purchase and installation of Cisco Call Center software in an amount not to exceed \$82,950 utilizing American Rescue Plan Act funding and authorizing the City Manager to execute the necessary documents.

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

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

BUSINESS AGENDA

9. Consider and act on a contract with N.G. Painting for the Woods Ground Storage Tank rehab Capital Improvement Project (CIP) WA 22-01 & 22-02 projects, in an amount not to exceed \$1,209,750, and authorizing the City Manager to execute the necessary documents.

Motion made by Council Member Garber to approve the contract with N.G. Painting for the Ground Storage Tank rehab - Capital Improvement Project, in an amount not to exceed \$1,209,750, and authorizing the City Manager to execute the necessary documents. Seconded by Mayor Pro Tem Burke.

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

10. Consider and act on the purchase of four (4) generators through the BuyBoard, from Waukesha-Pearce Industries, Inc., in an amount not to exceed \$756,973, and authorizing the City Manager to execute the necessary documents.

Motion made by Mayor Pro Tem Burke to approve the purchase of four generators via the Buyboard, from Waukesha-Pearce Industries, in an amount not to exceed \$756,973, as approved in the FY 2021-2022 budget using ARPA funds and authorizing the City Manager to execute the necessary documents. Seconded by Council Member Garber.

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

11. Consider and act on an ordinance adopting a new section of the Municipal Code of Corinth, creating Chapter 150.200 to include Single Family Rental Program.

Motion made by Council Member Garber to approve Ordinance No. 22-01-20-01 adopting a new section of the Corinth Municipal Code, creating Chapter 150.200 to include the Single-Family Rental Program. Seconded by Mayor Pro Tem Burke.

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

Voting Nay: Council Member Henderson

12. Consider and act on an ordinance amending Chapter 118 of the Municipal Code of Corinth, specifying types and uses of Portable Storage Units (PSU) and Unattended Outdoor Temporary Receptacles (UTOR).

Motion made by Council Member Garber to approve Ordinance No. 22-01-20-02 amending Chapter 118 of the Corinth Municipal Code, to include Portable Storage Units and Unattended Outdoor Temporary Receptacles. Seconded by Council Member Henderson.

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

13. Consider and act on an ordinance of the City Council of the City of Corinth Texas authorizing the City Manager to execute an agreement between the City of Corinth and the Lake Cities Chamber of Commerce for the payment and use of Hotel Tax Revenue.

Council Member Henderson recused herself from the discussion of this item.

Motion made by Mayor Pro Tem Burke to approve Ordinance No. 22-01-20-03 authorizing an agreement between the City of Corinth and the Lake Cities Chamber of Commerce for the payment of Hotel Revenue Tax and authorizing the City Manager to execute the necessary documents. Seconded by Council Member Garber.

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

Abstain: Council Member Henderson

14. Consider and act on the current electric power franchise between the City and Oncor Electric Delivery Company, LLC to authorize the use by Oncor Electric Delivery of the present and future streets, alleys, highways, public utility easements, public ways and public property of the City in accordance with the terms of the existing franchise, providing for compensation to City; directing publication of a summary of the purpose of the Ordinance in the official City newspaper as required by City Charter; and providing an effective date.

No discussion or action was taken. Item deferred to a future meeting.

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 Holzwarth asked City Manager Hart about the trash and litter on I-35 and asked about Keep Corinth Beautiful volunteering to help. Bob Hart responded by saying the matter will be re-visited because of the matter had been raised in the past, but KCB was reluctant due to the danger posed by nearby high-speed vehicles.

Bob Hart gave a reminder about the Joint City Council Meeting at 6:00 P.M. on January 26th in the community room at the Corinth Public Safety Building. The four city managers will meet tomorrow to finalize the agenda.

Mayor Heidemann reiterated his thanks for the City's police officers.

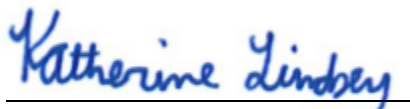
ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 7:49 P.M.

AYES: All

Meeting adjourned.

Approved by the City Council on the _____ day of _____ 2022.



Assistant to the City Manager/Deputy City Secretary



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Minutes Approval of Meeting Minutes
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input 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 minutes from the Joint Session held on January 26, 2022, with Corinth City Council, Shady Shores Town Council, Hickory Creek Town Council, and Lake Dallas City Council.

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.



**JOINT SESSION WITH CORINTH CITY COUNCIL,
HICKORY CREEK TOWN COUNCIL, LAKE DALLAS
CITY COUNCIL, AND SHADY SHORES TOWN COUNCIL -
MINUTES**

Wednesday, January 26, 2022 at 6:00 PM

Public Safety Complex | 3501 FM2181

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

On this, the 26th day of January 2022, the City Council of the City of Corinth, Texas, met in a Joint Session at the Public Safety Complex at 6:00 P.M., located at 3501 FM 2181, 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
Katherine Lindsey, Assistant to the City Manager/Deputy City Secretary
Patricia Adams, City Attorney
Glenn Barker, Public Works Director
Elise Back, Economic Development Director
George Marshall, City Engineer
Shea Rodgers, Chief Technology Officer
Brenton Copeland, Technology Services Manager
Cesar Balderas, Technology Services Specialist III

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

Meeting to be chaired by Mayor Bill Heidemann, City of Corinth.

CALL TO ORDER:

Corinth
Shady Shores
Hickory Creek
Lake Dallas

Invocation to be delivered by MarketPlace Chaplains.

Mayor Heidemann called the meeting to order at 6:03 P.M., the Invocation was delivered by Jeff Dooley from the MarketPlace Chaplains.

CITIZENS COMMENTS

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

There were no comments made.

WORKSHOP AGENDA

1. Managers of the Lake Cities will review and discuss the history of the broadband project.

The item was presented and discussed.

2. Introduce the consulting teams: Mighty River, Marketplace.City, and The Kandutsch Law Office.

The teams were introduced.

3. Receive a report and hold a discussion with Mighty River relative to the technical parameters in securing an Internet Service Provider (ISP), including the use of American Rescue Plan Act (ARPA) funds.

The item was presented and discussed.

4. Receive a report and hold a discussion with Marketplace.City concerning the Request for Proposal (RFP) process and evaluation.

The item was presented and discussed.

5. Receive a report and hold a discussion with The Carl Kandutsch Law Office relative to broadband legal representation.

The item was presented and discussed.

6. Receive a recommendation and hold a discussion with the Lake Cities Broadband Committee regarding the recommended ISP.

The item was presented and discussed. Ian Theodore, of the Broadband Committee, made the recommendation of Pavlov Media as the broadband provider.

7. Receive a presentation and hold a discussion with the recommended ISP.

The item was presented and discussed.

8. Receive comments and hold a discussion with Denton County Commissioner Ron Merchant relative to Denton County's broadband plans and efforts.

The item was presented and discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Joint Workshop Session at 7:53 P.M.

BUSINESS AGENDA

Mayor Heidemann called the Joint Business Meeting to order at 7:53 P.M.

9. Corinth City Council to consider and act upon authorizing the City Manager to negotiate an agreement with the recommended ISP including a franchise agreement for broadband services.

Motion made by Council Member Garber to authorize the City Manager to work with the consulting team to negotiate and bring forward for Council approval a recommended agreement with Pavlov for broadband services, to include a proposed franchise agreement for Corinth. Seconded by Mayor Pro Tem Burke.

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

10. Shady Shores Town Council to consider and act upon authorizing the Town Administrator to negotiate an agreement with the recommended ISP including a franchise agreement for broadband services.

Tom Newell made a motion to authorize the Town Administrator to negotiate an agreement with the recommended ISP including a franchise agreement for broadband service. Bill Emsoff seconded the motion.

All in Favor - Newell, Emsoff, Nowels, Belton

11. Hickory Creek Town Council to consider and act upon authorizing the Town Administrator to negotiate an agreement with the recommended ISP including a franchise agreement for broadband services.

Motion made by Council Member Mayor Pro Tem Kenney to authorize the Town Administrator to negotiate an agreement with Pavlov, including a franchise agreement for broadband services, Seconded by Council Member DuPree.

Voting Yea: Council Member Gibbons, Council Member DuPree, Council Member Gordon, Mayor Pro Tem Kenney, Council Member Theodore. Motion passed unanimously.

12. Lake Dallas City Council to consider and act upon authorizing the City Manager to negotiate an agreement with the recommended ISP including a franchise agreement for broadband services.

Motion: authorizing the City Manager to negotiate an agreement with Pavlov including a franchise agreement was made by Councilmember Ray and seconded by Councilmember McClain.

For: Price, Ray, McClain and Bailey.

Against: None

Motion passed 4-0.

ADJOURN

Mayor Heidemann adjourned the Joint Business Meeting at 8:00 P.M.

Approved by Council on the _____ day of _____ 2022.

Lana Wylie, City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Settlement Participation in Endo/Par/Teva Opioid Settlement
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 checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on authorizing the City Manager to execute the Texas Subdivision and Special District Election and Release Form for submission to the Office of the Attorney General relative to the Endo/Par/Teva Texas State-Wide Opioid Settlement Agreement.

Item Summary/Background/Prior Action

Last October, the City Council passed Resolution No. 21-10-21-20 which allowed the City of Corinth to sign onto the Janssen/J&J and Distributor settlements as part of the Global Opioid Settlement. Since then, other pharmaceutical manufacturers have also entered final settlement agreements which are referred to as the Endo Settlement or Endo/Par Settlement. The involved pharmaceutical manufacturers involved are Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Endo International plc, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. “(Endo).”

The proposed Settlement requires Endo to pay \$63 million to Texas and its political subdivisions, of which \$56 million is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. Because the City of Corinth has already adopted the Texas Term Sheet, all that is needed to join this second settlement is to approve the Texas Subdivision and Special District Election and Release Form and submit it to the Office of the Attorney General.

Financial Impact

It is estimated that the additional financial impact for the City of Corinth would be approximately \$2,000.

Staff Recommendation/Motion

Staff recommends that the City of Corinth join the Endo/Par Opioid Settlement by submitting the Texas Subdivision and Special District Election and Release Form to the Office of the Attorney General.

Exhibit A**TEXAS SUBDIVISION AND SPECIAL DISTRICT
ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

Texas Subdivision Name: _____

By: _____

[NAME]
[TITLE]
[ADDRESS]
[TELEPHONE]
[EMAIL ADDRESS]



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Agreement Revised - Broadband - ILA – Lake Cities
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 the revised Interlocal Agreement (ILA) with Lake Dallas, Hickory Creek, and Shady Shores for legal services to prepare a contract and franchise agreement for the broadband initiative, with Corinth managing the legal services agreement in an amount not to exceed \$27,000 and ratifying the amended engagement letter with Karl Kandutsch.

Item Summary/Background/Prior Action

The original ILA was approved on January 13, 2022. Recommendations/revisions from Lake Dallas have been implemented, resulting in the amendment to the original agreement. The engagement letter which is attached to the ILA has been amended and signed by the City Manager, since first approve by City Council, ratification is necessary.

Staff is prepared to make a recommendation for the selection of an Internet Service Provider (ISP) to provide for a fourth broadband provider in Corinth and the Lake Cities. Council will be asked to act on this recommendation at the January 26th joint city council meeting. There is required legal work both prior and following the meeting to prepare a contract and franchise ordinance for the ISP. The city attorney and staff are recommending engaging the Kandutsch Law Office to supplement the city attorney. The proposed ILA is to have the City of Corinth engage the attorney and process payments for the legal work and be reimbursed by the other three lake cities. The agreement is for an amount not to exceed \$27,000. The allocated cost is:

The financial impact is based on each city's population and land area.

Corinth - \$14,040

Lake Dallas - \$4,725

Hickory Creek - \$5,130

Shady Shores - \$3,105

Staff Recommendation/Motion

Staff recommends approval of the revised Interlocal Agreement with the Lake Cities and authorize the city manager to execute the legal representation agreement with The Kandutsch Law Office.

**INTERLOCAL COOPERATION AGREEMENT FOR JOINT LEGAL SERVICES
RELATED TO BROADBAND NEGOTIATIONS, CONTRACT DOCUMENTS AND
FRANCHISE AGREEMENTS 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 Joint Legal Services for Broadband Negotiations, Contract Documents and Franchise Agreements (“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 a “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 the services of an attorney who specializes in matters related to the acquisition and construction of a public/private broadband network partnership serving each LAKE CITIES MEMBER; 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 it is necessary to retain specialized legal representation and services to assist with the acquisition and construction of a public/private broadband network partnership serving the LAKE CITIES MEMBERS as four client entities, including without limitation, upon request, advice regarding the selection of a service provider and the drafting and negotiation of an agreement between the Lake Cities and the selected service provider (the “Project”); and

WHEREAS, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of an attorney who specializes in broadband matters to assist the LAKE CITIES MEMBERS with legal matters related to and arising out of the Project and the negotiation and execution of documents necessary for the completion of the Project; and

WHEREAS, the LAKE CITIES MEMBERS believe their individual best interests in the Project are aligned, do not conflict, and can best be served by entering into this Agreement for joint broadband legal services; and

WHEREAS, each LAKE CITIES MEMBER could retain such services individually as a governmental function; and

WHEREAS, LAKE CITIES have determined it appropriate to authorize CORINTH to serve as a liaison and act in accordance with the terms of this Agreement by entering into an agreement on behalf of LAKE CITIES with Carl E. Kandutsch of Kandutsch Law Office (“Attorney”) to provide legal advice and counsel and provide the services set forth in **Exhibit “A”** hereto to assist with the Project (the “Attorney Proposal”) and, pursuant to this Agreement, to participate in the cost for the services provided by Attorney pursuant to the Attorney Proposal; and

WHEREAS, the scope of work to be performed by Attorney will be in accordance with the terms of this Agreement, including, without limitation, Section 2 hereof, and the scope outlined in the Attorney 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 this Agreement and the Attorney Proposal 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 this Agreement (defined in Section 2) through the effective date of such termination based on the percentage allocations set forth in the table in Section 3, below. Unless otherwise agreed by the remaining LAKE CITIES MEMBERS, the election of a LAKE CITIES MEMBER to terminate its participation in this Agreement does not terminate this Agreement as to the remaining LAKE CITIES MEMBERS.

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

(a) By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to serve as liaison to negotiate an agreement with Attorney to provide legal advice and counsel for the Project, including, without limitation, legal advice and counsel concerning the acquisition and construction of a public/private broadband network serving the LAKE CITIES, including, upon request, assistance with the selection of a service provider and drafting and negotiation of necessary agreement(s) between the LAKE CITIES and the selected

provider. Each of the LAKE CITIES MEMBERS will execute the agreement with Attorney. Attorney will also, upon request, provide legal advice and counsel concerning any related matter that is within the scope of Attorney’s experience and expertise. The Attorney Proposal and the Services provided thereunder are set forth in detail in **Exhibit “A”**, attached hereto and incorporated herein by reference. The LAKE CITIES hereby authorize CORINTH to negotiate and execute a contract with Attorney substantially consistent with the Attorney’s Proposal and the terms of this Agreement (“Attorney Agreement”). Upon execution of the Attorney Agreement by Corinth, a copy of the executed Attorney Agreement shall be provided to each LAKE CITIES MEMBER, shall replace and supersede the Attorney Proposal as **Exhibit “A”** hereto, and the Attorney Agreement shall be incorporated herein by reference as **Exhibit “A”**.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Attorney and CORINTH in the performance of the various Project components to further and support Attorney’s ability to render legal advice and counsel concerning the acquisition and construction of a public/private broadband network partnership serving the LAKE CITIES, including, upon request, the selection of a service provider and drafting and negotiation of one or more agreement(s) between the LAKE CITIES and the selected provider, and upon request, legal advice and counsel concerning any related matter that is within the scope of work set forth in Exhibit “A” hereto. CORINTH also agrees to act as the liaison and point of contact for the Services and prepare, execute, and administer the communication with the Attorney and the LAKE CITIES; provided, however, nothing herein shall be construed as prohibiting the city or town attorney of the respective LAKE CITIES MEMBERS from communicating directly with the Attorney on matters related to said city or town attorney’s client. Any payments owed the Attorney for the Services pursuant to the Attorney 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 Attorney’s work and compliance with provisions of the Attorney 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 Attorney pursuant to the Attorney Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000)**. CORINTH agrees to make payments to Attorney in accordance with the Attorney Agreement, and each LAKE CITIES MEMBER agrees to make payments to CORINTH not later than thirty (30) days after 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.

	Land Area Population (miles)				Total Allocation	Total Cost
Corinth	22,634	60%	7.9	44%	52%	\$14,040
Lake Dallas	7,708	20%	2.7	15%	17.5%	\$4,725
Hickory Creek	4,718	13%	4.5	25%	19%	\$5,130
Shady Shores	2,764	7%	2.9	16%	11.5%	\$3105
	37,824	100%	18.00	100	100%	\$27,000

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 in duplicate counterparts separately by each LAKE CITIES MEMBER, 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 or hand delivery at the address listed below. Each LAKE CITIES MEMBER shall notify each other LAKE CITIES MEMBER 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 a state court of competent

jurisdiction 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. Except as expressly stated in this Agreement, nothing in this Agreement shall be construed as authorizing any LAKE CITIES MEMBER to act on behalf of any other LAKE CITIES MEMBER with respect to the execution of any agreements including, but not limited to, any agreement(s) between the respective LAKE CITIES MEMBER and any selected broadband provider.

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. Further, no LAKE CITIES MEMBER shall be authorized to waive any term or condition of this Agreement on behalf of another LAKE CITIES MEMBER.

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 or amendment 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 signed in quadruplicate originals and agreed to by the LAKE CITIES in accordance with the execution dates indicated below.

Signatures on Following Pages

City of Corinth Signature Page

CITY OF CORINTH, TEXAS

By: _____
Bill Heidemann, Mayor

Date

By: _____
Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Date

Town of Shady Shores Signature Page

TOWN OF SHADY SHORES

By: _____
Cindy Aughinbaugh, Mayor

Date _____

ATTEST:

Wendy Withers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

Town of Hickory Creek Signature Page

TOWN OF HICKORY CREEK, TEXAS:

By: _____
Lynn Clark, Hickory Creek Mayor

_____ Date

ATTEST:

Kristi Rogers, City Secretary

_____ Date

APPROVED AS TO FORM:

City Attorney

_____ Date

City of Lake Dallas Signature Page

CITY OF LAKE DALLAS, TEXAS:

By: _____
Kandace Lesley, City Manager

Date

ATTEST:

Codi Delcambre, City Secretary

Date

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

Date

**EXHIBIT “A”
ATTORNEY PROPOSAL**

**(TO BE SUPERSEDED BY KANDUTSCH LAW OFFICE ATTORNEY AGREEMENT
IN ACCORDANCE WITH SECTION 2(a) OF THIS AGREEMENT)**

INTERLOCAL COOPERATION AGREEMENT FOR JOINT LEGAL SERVICES RELATED TO BROADBAND NEGOTIATIONS, CONTRACT DOCUMENTS AND FRANCHISE AGREEMENTS 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 Joint Legal Services for Broadband Negotiations, Contract Documents and Franchise Agreements (“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 the services of an attorney who specializes in matters related to the acquisition and construction of a publicly owned broadband network serving all of the 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 it is necessary to retain specialized legal representation and services to assist with the acquisition and construction of a publicly owned broadband network serving the LAKE CITIES MEMBERS as four client entities, including without limitation, upon request, advice regarding the selection of a service provider and the drafting and negotiation of a binding agreement between the Lake Cities and the selected service provider. (the “Project”); and

WHEREAS, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of an attorney who specializes in broadband matters to assist the LAKE CITIES MEMBERS with legal matters related to and arising out of the Project and the negotiation and execution of documents necessary for the completion of the Project; the LAKE CITIES MEMBERS believe that their individual best interests in the Project are aligned, do not conflict, and can best be served by entering into this Agreement for joint broadband legal services, and each of the LAKE CITIES MEMBERS ; could retain such services individually as a governmental function; and **WHEREAS**, LAKE CITIES have determined it appropriate to authorize CORINTH to enter into an agreement with Carl E. Katdutsch of Kandutsch Law Office

(“Attorney”) to provide legal advice and counsel and provide the services set forth in **Exhibit “A”** hereto to assist with the Project (the “Proposal”) and pursuant to this Agreement, to participate in the cost for the services provided by Attorney pursuant to the Attorney Proposal; and

WHEREAS, the scope of work to be performed by Attorney will be in accordance with the terms of this Agreement, including without limitation, Section 2 hereof, and the scope outlined in the Attorney 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 this Agreement and the Attorney Proposal 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 this 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 Attorney to provide legal advice and counsel for the Project, including without limitation, legal advice and counsel concerning the acquisition and construction of a publicly owned broadband network serving the LAKE CITIES, including, upon request, assistance with the selection of a service provider and drafting and negotiation of necessary binding agreement(s) between the LAKE CITIES and the selected provider. Attorney will also, upon request, provide legal advice and counsel concerning any related matter that is within the scope of Attorney’s experience and expertise. The Attorney 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 Attorney consistent with the Attorney’s Proposal and the terms of this Agreement (“Attorney Agreement”). Upon execution of the Attorney Agreement by Corinth, a copy of the executed Attorney Agreement shall be provided to each LAKE CITIES MEMBER, shall replace and supersede the Attorney Proposal as **Exhibit “A”** hereto, and the Attorney Agreement shall be incorporated herein by reference as **Exhibit “A”**.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Attorney and CORINTH in the performance of the various Project components to further and support Attorney’s ability to render legal advice and counsel concerning the acquisition and construction of a publicly owned broadband network serving the LAKE CITIES, including, upon request, the selection of a service provider and drafting and negotiation of a binding agreement between the Lake Cities and selected provide, and upon request, legal advice and counsel concerning any related matter that is within the scope of work set forth in Exhibit “A” hereto. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Attorney and the LAKE CITIES. Any payments owed the Attorney for the Services pursuant to Attorney 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 Attorney’s work and compliance with provisions of the Attorney 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 Attorney pursuant to the Attorney Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000)**. CORINTH agrees to make payments to Attorney in accordance with the Attorney 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%	\$14,040
Lake Dallas	7,708	20%	2.7	15%	17.5%	\$4,725
Hickory Creek	4,718	13%	4.5	25%	19%	\$5,130
Shady Shores	2,764	7%	2.9	16%	11.5%	\$3105
	37,824	100%	18.00	100	100%	\$27,000

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 _____ 2022, in quadruplicate originals.

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

CITY/GOVT ENTITIY OF CORINTH, TEXAS

Bill Heidemann, Mayor

Date

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Date

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____ 2022,
in quadruplicate 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 _____ 2022,
in quadruplicate 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 _____ 2022,
in quadruplicate originals.

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

BY:

Andi Nolan, Lake Dallas Mayor

Date

ATTEST:

Codi Delcambre, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

**EXHIBIT “A”
ATTORNEY PROPOSAL**

**(TO BE SUPERSEDED BY KANDUTSCH LAW OFFICE ATTORNEY AGREEMENT
IN ACCORDANCE WITH SECTION 2(a) OF THIS AGREEMENT)**

CARL E. KANDUTSCH, Ph.D., J.D.
The Kandutsch Law Office
2520 K Avenue, Suite 700-760
Plano, Texas 75074-7753
Tel: (214) 427-5354
Mobile: (207) 659-6247
Fax: (214) 291-5724
carl@kandutsch.com

December 24, 2021

City of Corinth
City of Lake Dallas
Town of Shady Shores
Town of Hickory Creek

Via e-mail attachment to Attorney Stephanie Lewis at stephanie@txmunicipallaw.com

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Re: Legal Representation - Municipal Broadband Project

Dear Ms. Lewis:

Please read this letter carefully. It describes the terms and conditions under which the Kandutsch Law Office (referred to herein as "we") will represent the City of Corinth, the City of Lake Dallas, the Town of Shady Shores and the Town of Hickory Creek (collectively referred to herein as "Lake Cities") concerning the above-referenced matter. Our policy requires that each individual client sign a copy of this letter agreeing to the terms and conditions described below before we can engage in representation, provided that to the extent that any person or entity has been duly designated as the single representative of the four client entities, that representative may sign this letter on behalf of the separate client entities.

1. Scope of Representation. Initially, the scope of representation (the "Representation") is as follows:

Provide legal advice and counsel concerning the implementation of a joint public/private project relating to the design and construction of a broadband network serving the four client entities, including, upon request, the selection of a service provider and the drafting and negotiation of a binding agreement between Lake Cities and the selected service provider. We will also upon request provide legal advice and counsel concerning any related matter that is within the scope of our experience and expertise.

Please note that the scope of the Representation does not include advice or services regarding the following: accounting, tax, financial, business, management, and related non-legal matters and advice; title searches, surveys, inspections and other non-legal work relating to real estate; securities, labor, litigation, and other legal matters not within our areas of expertise. We would be happy to refer you to others who may provide you these services if needed.

2. Fees. Our fee ("Fee") will be based on an hourly rate of \$450, plus reimbursement of any reasonable out-of-pocket expenses actually incurred. The Fee for the Representation shall not exceed \$27,000 unless otherwise agreed in writing by all of the Lake Cities. We will meet with you to agree on the appropriate Fee structure before undertaking any particular task. Please note that we review the hourly rate periodically and may adjust it from time to time. If such adjustment is needed, you will be notified in writing at least 30 days before the adjustment is implemented. We require an initial minimum deposit (the "Deposit") of \$3,000.00, which amount will be deposited in a State Bar of Texas Interest on Lawyer's Trust Account, the interest on which benefits the Texas Equal Access to Justice Foundation. The Deposit will be applied to your account, including at our discretion, to any past-due amounts. We reserve the right to request a supplemental Deposit, over and above the initial Deposit, in the event of an increase in our anticipated fees and expenses during our Representation. Upon the termination of the Representation, we will promptly return any unearned portion of the Deposit, less any fees and expenses unpaid as of the date of our final invoice.

3. Invoices. We will provide you, on or about the last day of each month, with an invoice describing in reasonable detail any billable activities performed on your behalf in connection with the Representation, the date performed, as well as the amount of time billed at the current hourly rate with respect to each activity. Time will be billed in 6 minute intervals; for example, 6 minutes of activity will be shown on the invoice as ".10." Only meaningful, productive activity will be billed, and activity requiring less than 6 minutes will not be billed. You will also pay for such costs as copies, postage, fax, long distance, recording, FedEx, courier, etc. Because of the detailed nature of our invoices, our clients do not usually have questions about them. However, if any question should arise, please call us promptly so we can discuss the matter.

4. Payment of Invoices. Our agreement to provide legal services is conditioned not only on your execution of this engagement letter, but also on prompt payment of the Deposit and of each invoice. Payment of the amount stated on any invoice is due and payable upon receipt of the invoice. Our hourly rates do not include any interest for slow payment. Because of this, and the fact that we do not include a service charge for late payments, we must insist that our clients pay their invoices promptly. By your execution of this engagement letter, you agree that we are relieved from the responsibility of performing any further work should you fail to pay any invoice (including bills for expenses received from third parties) or for supplemental Deposits within 15 days of receipt. In that event, you agree that we may move to withdraw from the Representation and that you will promptly execute any withdrawal motions to accomplish this.

5. In representing you, we recognize that we may be disqualified from representing any client in any matter related to our representation of you. We also recognize that we may be disqualified from representing any client in any matter in which confidential information concerning you and made available to us during our representation of you becomes material or relevant to another matter or in which use or knowledge of such information could be adverse to your interest. We will not undertake to represent or advise any other person or entity whose interests are contrary to your own in the course of any negotiation or other matter that is part of the Representation, including the representation of parties to agreements entered into by and between any one or more of the Lake Cities that were negotiated as part of the Representation as such agreements may be amended or extended from time to time.

6. As is true with all legal services, we cannot and do not guarantee the results of our representation. We make no express or implied warranties, and we disclaim all such express or implied warranties concerning the Representation.

7. You may discharge us from the Representation at any time. We are free to withdraw at any time and without cause, subject to reasonable notice under the circumstances and to approval by any court or other forum in which your matter may be pending. We will be entitled to receive compensation from you for all services rendered and all disbursements made, under the provisions of this engagement letter agreement, up to the time of withdrawal. Circumstances may arise that will require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In such circumstances, as well as in the instances referred to in paragraph 5 above, we will cooperate in the transfer of the matter to other counsel of your choice. If in the unlikely event a dispute arises between us and any one or more of the Lake Cities relating to this Representation the results in litigation, venue shall be in a state court of competent jurisdiction in Denton County, Texas.


8. Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies concerning privacy of client information. Because attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law, we have always protected our clients' right to privacy. In the course of representing clients, we receive all manner of significant personal financial information from them. As a client of the Kandutsch Law Office, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law. We retain records relating to professional services we provide to assist our clients with their professional needs and in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

At the end of the Representation, please let us know if you need any documents from our files. We will retain the documents for five years and then destroy them in accordance with our record-retention policy then in effect.

9. The Supreme Court of Texas has adopted and promulgated the Texas Lawyer's Creed. Although compliance with the Creed is voluntary, we have decided to adhere to its provisions. You can read the Creed online here: <http://www.legalethicstexas.com/Downloads/Texas-Lawyers-Creed/Texas-Lawyers-Creed.aspx>.

We discuss the terms and conditions of our engagement candidly in this letter because you are entitled to know and we believe that a candid discussion now should avoid any misunderstandings later. Please sign a copy of this letter in the space below, expressing your agreement to the terms and conditions set forth above. After we received your signed copy of this letter and the required Deposit, we will commence our Representation.

Sincerely yours,
DocuSigned by:


AA3B97A8575544E
Carl E. Kandutsch

ACCEPTED AND AGREED TO ON _____, 2021.

CLIENT (if collectively represented by signatory): City of Corinth

By: 
Bob Hart, City Manager

If not represented by a single representative: CLIENT (if collectively represented by signatory):

By: _____
Wendy Withers, City Administrator

CLIENT (if collectively represented by signatory):

By: _____
John Smith, City Administrator

CLIENT (if collectively represented by signatory):

By: _____
Kandace Lesley, City Manager

CLIENT (if collectively represented by signatory):

By: _____

CARL E. KANDUTSCH, Ph.D., J.D.
The Kandutsch Law Office
2520 K Avenue, Suite 700-760
Plano, Texas 75074-7753
Tel: (214) 427-5354
Mobile: (207) 659-6247
Fax: (214) 291-5724
carl@kandutsch.com

December 7, 2021

City of Corinth
City of Lake Dallas
Town of Shady Shores
Town of Hickory Creek

Via e-mail attachment to Attorney Stephanie Lewis at stephanie@txmunicipallaw.com

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Re: Legal Representation – Municipal Broadband Project

Dear Ms. Lewis:

Please read this letter carefully. It describes the terms and conditions under which the Kandutsch Law Office (referred to herein as “we”) will represent the City of Corinth, the City of Lake Dallas, the Town of Shady Shores and the Town of Hickory Creek (collectively referred to herein as “Lake Cities”) concerning the above-referenced matter. Our policy requires that each individual client sign a copy of this letter agreeing to the terms and conditions described below before we can engage in representation, provided that to the extent that any person or entity has been duly designated as the single representative of the four client entities, that representative may sign this letter on behalf of the separate client entities.

1. Scope of Representation. Initially, the scope of representation (the “Representation”) is as follows:

Provide legal advice and counsel concerning the construction of a publicly owned broadband network serving the four client entities, including, upon request, the selection of a service provider and the drafting and negotiation of a binding agreement between Lake Cities and the selected service provider. We will also upon request provide legal advice and counsel concerning any related matter that is within the scope of our experience and expertise.

Please note that the scope of the Representation does not include advice or services regarding the following: accounting, tax, financial, business, management, and related non-legal matters and advice; title searches, surveys, inspections and other non-legal work relating to real estate;

securities, labor, litigation, and other legal matters not within our areas of expertise. We would be happy to refer you to others who may provide you these services if needed.

2. Fees. Our fee ("Fee") will be based on an hourly rate of \$450, plus reimbursement of any out-of-pocket expenses actually incurred. We will meet with you to agree on the appropriate Fee structure before undertaking any particular task. Please note that we review the hourly rate periodically and may adjust it from time to time. If such adjustment is needed, you will be notified in writing at least 30 days before the adjustment is implemented. We require an initial minimum deposit (the "Deposit") of \$ 3,000.00, which amount will be deposited in a State Bar of Texas Interest on Lawyer's Trust Account, the interest on which benefits the Texas Equal Access to Justice Foundation. The Deposit will be applied to your account, including at our discretion, to any past-due amounts. We reserve the right to request a supplemental Deposit, over and above the initial Deposit, in the event of an increase in our anticipated fees and expenses during our Representation. Upon the termination of the Representation, we will promptly return any unearned portion of the Deposit, less any fees and expenses unpaid as of the date of our final invoice.

3. Invoices. We will provide you, on or about the last day of each month, with an invoice describing in reasonable detail any billable activities performed on your behalf in connection with the Representation, the date performed, as well as the amount of time billed at the current hourly rate with respect to each activity. Time will be billed in 6 minute intervals; for example, 6 minutes of activity will be shown on the invoice as ".10." Only meaningful, productive activity will be billed, and activity requiring less than 6 minutes will not be billed. You will also pay for such costs as copies, postage, fax, long distance, recording, FedEx, courier, etc. Because of the detailed nature of our invoices, our clients do not usually have questions about them. However, if any question should arise, please call us promptly so we can discuss the matter.

4. Payment of Invoices. Our agreement to provide legal services is conditioned not only on your execution of this engagement letter, but also on prompt payment of the Deposit and of each invoice. Payment of the amount stated on any invoice is due and payable upon receipt of the invoice. Our hourly rates do not include any interest for slow payment. Because of this, and the fact that we do not include a service charge for late payments, we must insist that our clients pay their invoices promptly. By your execution of this engagement letter, you agree that we are relieved from the responsibility of performing any further work should you fail to pay any invoice (including bills for expenses received from third parties) or for supplemental Deposits within 15 days of receipt. In that event, you agree that we may move to withdraw from the Representation and that you will promptly execute any withdrawal motions to accomplish this.

5. In representing you, we recognize that we may be disqualified from representing any client in any matter related to our representation of you. We also recognize that we may be disqualified from representing any client in any matter in which confidential information concerning you and made available to us during our representation of you becomes material or relevant to another matter or in which use or knowledge of such information could be adverse to your interest. We will not undertake to represent or advise any other person or entity whose interests are contrary to your own in the course of any negotiation or other matter that is part of

the Representation. You agree that, except as stated above, we will be entitled to represent the interests of any other client against you in business negotiations or other legal matters.

6. As is true with all legal services, we cannot and do not guarantee the results of our representation. We make no express or implied warranties, and we disclaim all such express or implied warranties concerning the Representation.

7. You may discharge us from the Representation at any time. We are free to withdraw at any time and without cause, subject to reasonable notice under the circumstances and to approval by any court or other forum in which your matter may be pending. We will be entitled to receive compensation from you for all services rendered and all disbursements made, under the provisions of this engagement letter agreement, up to the time of withdrawal. Circumstances may arise that will require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In such circumstances, as well as in the instances referred to in paragraph 5 above, we will cooperate in the transfer of the matter to other counsel of your choice.

8. Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies concerning privacy of client information. Because attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law, we have always protected our clients' right to privacy. In the course of representing clients, we receive all manner of significant personal financial information from them. As a client of the Kandutsch Law Office, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law. We retain records relating to professional services we provide to assist our clients with their professional needs and in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

At the end of the Representation, please let us know if you need any documents from our files. We will retain the documents for five years and then destroy them in accordance with our record-retention policy then in effect.

9. The Supreme Court of Texas has adopted and promulgated the Texas Lawyer's Creed. Although compliance with the Creed is voluntary, we have decided to adhere to its provisions. You can read the Creed online here: http://www.legalethictexas.com/Downloads/Texas-Lawyers-Creed/Texas_Lawyers_Creed.aspx.

We discuss the terms and conditions of our engagement candidly in this letter because you are entitled to know and we believe that a candid discussion now should avoid any misunderstandings later. Please sign a copy of this letter in the space below, expressing your agreement to the terms and conditions set forth above. After we received your signed copy of this letter and the required Deposit, we will commence our Representation.

Sincerely yours,

Carl E. Kandutsch

Carl E. Kandutsch

ACCEPTED AND AGREED TO ON _____, 2021.

CLIENT (if collectively represented by signatory):

By: _____
Name & Title

If not represented by a single representative:

CLIENT (if collectively represented by signatory):

By: _____
Name & Title

CLIENT (if collectively represented by signatory):

By: _____
Name & Title

CLIENT (if collectively represented by signatory):

By: _____
Name & Title

CLIENT (if collectively represented by signatory):

By: _____
Name & Title



CITY OF CORINTH Staff Report

Meeting Date:	2/17/2022	Title:	Lake Cities Fire Department – Tractor Drawn Aerial Fire Truck
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

Ratify the purchase of the Lake Cities Fire Department's (LCFD) tractor drawn aerial truck with Metro Fire Apparatus Specialists, Inc., in an amount not to exceed \$1,585,000, and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

Following the last council presentation regarding the need to replace the existing ladder truck, the costs have gone up 7.5% (5% in January and 2.5% that would be added in February) since we received estimates in December. This increase is industry wide and not specific to Metro Fire. Chief Ross was able to examine the detailed specifications of the Tractor Drawn Aerial, eliminating non-essential items, and worked with the company to persuade them to rescind the 7.5% back to December pricing. Additionally, the price was reduced another \$56,000 with a prepayment option. In short, we were able to secure the lower pricing in line with the \$1.5 million ballpark amount presented at the last meeting by submitting an intent to purchase letter. This replacement falls in line with the useful life of front-line apparatus and last year forecasted for the payments to begin in the 23-24 budget from allocations in the vehicle replacement fund.

Staff Recommendation/Motion

Staff recommends City Council ratify the purchase of the tractor drawn aerial fire truck with Metro Fire Apparatus Specialists, Inc., in an amount not to exceed \$1,585,000 and authorizing the City Manager to execute the necessary documents.



Apparatus Specialists, Inc.

514 Michigan / South Houston, Texas 77587 / (713) 692-0911 / (713) 692-1591 fax

PROPOSAL

Wednesday, January 26, 2022

Lake Cities Fire Department
Chief Ross
3501 FM218
Lake Cities, TX 76210

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

One (1) Spartan Tractor Drawn Aerial on a Gladiator Chassis and equipment as specified:

Truck Price \$1,639,588.00
HGAC Fee - \$2000
Pre-Payment Discount – (\$56,588)
TOTAL \$1,585,000.00

No State, Federal or local taxes included

The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals by the Trophy Club Fire Department. Delays due to strikes, war or other causes beyond our control not preventing, within 390 **calendar days after receipt of a signed change order A**. The completed apparatus will be delivered to you at:

*Lake Cities Fire Department
Lake Cities, Texas*

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the Lake Cities Fire Department. The proposal specifications are supplied for construction purposes. Any additions and/or changes to the enclosed specifications shall be generated and/or approved by the Lake Cities Fire Department, and accepted by Metro Fire Apparatus Specialists, Inc.

Unless accepted within 45 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw this proposal.

TERMS:

By *Brian Cudaback*
Brian Cudaback – Apparatus Manager

**Payment due upon delivery and acceptance
of completed apparatus.**

“The Apparatus Specialists”



In 1986, most distributors in the Lone Star state depended on outsourcing warranty and repair work. As a result, a large trend of customer suffering began to grow throughout the state.

Observing all of the dissatisfaction, Craig N. Russell developed a solution: Metro Fire Apparatus Specialists, Incorporated.

Metro Fire is a single-source fire apparatus distributor based out of Houston, Texas with sales and service facilities in South Houston and Mansfield. Through diligence and commitment to safety, customization, and innovation of all products and services, Metro Fire's mission is to work towards "The Pursuit of Perfection."

Today, Metro Fire has over 75 employees in its three locations. As the company continues to grow and expand, so will the dedication to present and future customers.

Metro Fire, a true single-source dealer.

General Warranty – 2 Year Bumper to bumper

Chassis Frame/Crossmember - Lifetime

Aerial Warranty – 20 Year

Aerial Waterway – 10 Year

Torque Box – 20 Year

Body – 10 Year

Paint – 10 Year

Pump – 7 Year

Tank – Lifetime

Plumbing – 10 Year

Engine – 5 Year

Transmission – 5 Year







Type	Pro	Con
100' Rear Mount Platform	<p>Overall length (Compared to TDA) Compartment space (295 Cubic Feet)</p> <p>FF's working off platform</p> <p>650# tip load flowing 2000gpm 16-18' outrigger stance</p>	<p>Overall height Bucket hangs over cab Maneuverability and platform accessibility Hit platform may mean total replacement Ground ladders limited/wide stance</p>
100' Mid-Mount Platform	<p>Low overall height Overall length (Compared to TDA) FF's working off platform</p> <p>500# tip load flowing 1500gpm 18' outrigger stance</p>	<p>Tail swing Compartment space (175 Cubic Feet) Maneuverability Hit platform may mean total replacement Ground ladders limited/wide stance</p>
Tractor- Drawn Aerial	<p>Maneuverability Compartment space (500 Cubic Feet) 500# tip load flowing 1500gpm Bolt on aerial egress (easy to replace when struck) 16' outrigger stance More ground ladder storage Low ground ladder access Modular compartment design means ease of accident repair Modular Design allows replacement of truck while reusing ladder</p>	<p>Overall length FF working off ladder tip</p>

A Complete Guide to Tractor Drawn Aerial Fire Trucks

December 7, 2021



As fire departments are asked to do more with less, the resurgence of tractor drawn aerials is no surprise.

What is a Tractor Drawn Aerial?



A [tractor drawn aerial](#) is the most maneuverable type of fire apparatus because of its unique design consisting of three distinct parts: a tractor, a trailer and a tillerman's cab. A typical height of a tractor drawn aerial is approximately 11' 2" whereas rear mount aerial ladders typically range anywhere between 11' 6" to 12' 2" in height. The length of a tractor drawn aerial typically ranges between 57' to 63'.

Depending on your geographic location, you may have heard of this apparatus referred to as a tractor drawn aerial, a tiller fire truck or a hook and ladder fire truck.

Tractor drawn aerials [can be traced back to the late 1800s](#) when the trailers, pulled by horses, were given rear steering. Today, tractor-drawn aerials are known for their maneuverability and ability to carry many ground ladders and equipment.

How Does a Tractor Drawn Aerial Work?



A [tractor drawn aerial](#) is designed to have two operators. The main driver sits in the front cab and steers the front axle and the other sits in the rear tiller cab and steers the rear axle. When required for maintenance, the rear axle can be locked and the front operator can drive the truck like a tractor trailer.

Why Are More Fire Departments Choosing Tractor Drawn Aerials?



When most fire department representatives and city council members see a tiller truck for the first time, they often express disbelief that a truck of such size can be so maneuverable.

It's all about the design features unique to this type of apparatus and several are outlined in more detail below.

Increased Compartment Space



The sheer size of a tractor drawn aerial means that it offers ample storage. In fact, the compartment volume for the apparatus can be as much as 650 cubic feet. That's a significant increase when comparing it to a straight-frame aerial with typically less than 200 cubic feet. Moreover, a tiller can typically manage 4000 lbs or more of equipment.

With the increased storage capabilities, tractor drawn aerials can accommodate more ground ladders than straight-frame aerials. This is due to a significantly larger rear storage area from the added length of a trailer, and the absence of a torque box and pedestal typically found on straight frame aerials. In addition, even more ground ladders can be stored on the outside of the trailer.

Tractor drawn aerials provide fire departments with superior capacity and flexibility in storing tools and equipment.

Maneuverability



So how does a fire truck that spans between 57' to 63' in length offer the greatest maneuverability? It's all in the mechanics.

Tractor drawn aerals are highly maneuverable because of the fifth wheel articulation and the unique ability to steer the rear of the trailer independently. This design feature means fewer 3-point and wide-swinging turns and greatly reduces the need to go around the block to get a better position.

This maneuverability is especially critical in firefighting operations, allowing the turntable on a tiller truck to be positioned closer to buildings and structures on scene.

Tiller trucks can turn easily in suburban cul-de-sacs, traffic circles and around narrow urban street corners. That's why you'll often see tractor drawn aerals on college campuses with lots of alleys and walkways, in modern suburbs where many streets end in a cul du sac, and in communities with a higher percentage of apartment and condominium complexes.

Faster Set-Up Time

One of the features of a tiller truck is the fact that it only has two stabilizers. This is a great advantage when response time is the highest priority. Moreover, the stabilizers on a tiller can be set up by one person at one centralized location.

A tiller truck is an all-in-one performer that can be designed in several configurations, such as a quint, a traditional ladder, or a rescue truck with aerial ladder. Its versatility also aids in fast response times, allowing firefighters to get on scene quickly with a lot of equipment and firefighting gear on board.

Improved Visibility



The way a tiller truck is designed allows the tiller operator to sit higher than the driver, which provides a second set of eyes in several critical situations, including:

- Crossing through intersections
- Traffic and road blockages en route
- Setting up at an emergency
- Managing wires and other obstacles

Condensed Fleet Size

Fire departments are challenged with resources and by choosing a tiller truck, fire departments can condense fleets without compromising on performance.

Tiller fire trucks can function as a [quint](#), combining a ladder and pumper truck. With the large amount of storage space, they can function as rescue vehicles or just all-around workhorses responding to every call.

Lighter Weight Means Less Wear and Tear



Even though the tractor drawn aerial is a large apparatus, the overall weight of the apparatus is approximately significantly lighter than an aerial platform.

With a lighter overall weight, fire departments benefit from less wear and tear on the brakes, tires and suspension system with an increase in driveline performance.

Spartan ER Builds 105-Foot Tractor-Drawn Aerial Quint for Wake Forest (NC) Fire Department

7.29.2021

By [Alan M. Petrillo](#)

Wake Forest (NC) Fire Department put together an apparatus committee to design the layout it wanted on a new tractor-drawn aerial (TDA) quint it wanted to purchase. The committee knew that it needed to have a large amount of compartment space for the various fire and rescue disciplines the rig was going to have to handle, as well as the ability to fight fire by having it carry a pump and a tank, making the truck what's called a "quiller."



Spartan ER built this 105-foot Tractor Drawn Aerial (TDA) quint, known as a

quiller, for Wake Forest (NC) Fire Department with a Waterous CXS 1,500-gallons-per-minute pump, and a 200-gallon polypropylene water tank. (Photos courtesy of Atlantic Coast Fire Trucks.)

Daryl Cash, Wake Forest's services chief, says, "The apparatus committee put in a lot of time and effort on designing the layout of the trailer because we do fire, search and rescue, extrications, and Type 2 water rescues, and all those functions had to be accounted for on the quiller." Cash notes that Wake Forest checked out five major manufacturers of TDAs, "and the one best-suited to the needs of Wake Forest was Spartan ER."

Lance Dill, marketing and sales manager for Atlantic Coast Fire Trucks, who sold the quiller to Wake Forest, says the apparatus committee had a lot of good questions about the Spartan ER rig. "They wanted a truck they could use without restriction and like the design of the Spartan ER ladder," Dill points out. "They also were concerned about getting the maximum amount of compartment storage space on the vehicle, as well as more than 300 feet of ground ladders, and for the rig to carry a pump and water tank, but still wanted to keep the truck as short as possible."

To accommodate those preferences, Spartan ER put a volute style Waterous CXS 1,500-gallons-per-minute (gpm) pump on the quiller, and a 200-gallon polypropylene water tank instead of the typical 300-gallon tank on a TDA in order to keep the length shorter. "The 105-foot aerial ladder has a waterway and an Akron Brass StreamMaster™ II 1,500-gpm monitor at the tip," Dill says.

Randy Hummer, aerial account manager for Spartan ER, says the Wake Forest quiller has 466 ½ cubic feet of compartment space, and 372 cubic feet of ground ladder storage that holds one 45-foot Bangor extension ladder, two 35-foot extension ladders, two 28-foot extension ladders, one 28-foot extension ladder, one 24-foot extension ladder, three 16-foot roof ladders, a 10-foot folding ladder, a 14-foot Fresno combination ladder, and a 17-foot Little Giant folding ladder, along with a 16-foot roof ladder on the aerial's fly section.

"The quiller is built on a Spartan Gladiator tractor and cab chassis with seating for six firefighters, five of them in H.O. Bostrom self-contained breathing apparatus (SCBA) seats," Hummer says, "powered by a 600-horsepower (hp) Cummins X15 diesel engine, and an Allison 4000 EVS automatic transmission."

Hummer notes that the tractor and cab have the Spartan Advanced Occupant Protection System which includes front and side impact protection for the driver and officer, and also side curtain airbags for the seating positions in the crew cab. "It also has an Advanced Seat Belt System where retractor pre-tensioners tighten the seat belts around the occupants, securing them in seats in the event

of a crash, and integrated outboard crash sensors on the perimeter of the vehicle,” he says. The four-section, 105-foot aerial ladder has a full-length aerial walkway lit by blue LED lighting, and is controlled by an AL-11 turntable digital control system that displays the aerial’s extension, elevation and rotation, and the truck’s engine vital signs, Hummer adds.

Dill says that the Wake Forest quiller has an 8-kW Harrison hydraulic generator, 360 degrees of HiViz Fire Tech LED lighting, including scene, headlight, compartment, and ground lighting, and Whelen LED warning lighting and a Roto Ray light on the front of the cab.

Cash, who chaired the apparatus committee, points out the new quiller “can get to places, like around garden apartments with narrow, one-lane accesses where we can’t get an engine, and we can jackknife the quiller to get closer to a building, which you can’t do with a straight chassis aerial.”

He notes Wake Forest Fire Department employs more than 80 full-time firefighters, 20 part-timers, and 28 volunteers at five different stations housing seven companies: Engine 1, Engine 2, Engine 3, Engine 4, Engine 5, the quiller, a 100-foot platform, and a reserve tiller. The department protects the Town of Wake Forest and a surrounding 42-square-mile area and answers nearly 4,000 emergencies each year. Its entire full-time staff is North Carolina Firefighter Level 1 and 2, Hazardous Materials Operations Level, and EMT (emergency medical technician) certified.

ALAN M. PETRILLO is a Tucson, Ariz.-based journalist, the author of three novels and five non-fiction books, and a member of the *Fire Apparatus & Emergency Equipment* editorial advisory board. He served 22 years with Verday (NY) Fire Department, including the position of chief.

<https://www.fireapparatusmagazine.com/features/spartan-er-builds-105-foot-tractor-drawn-aerial-tda-quint-for-wake-forest-nc-fire-department/#gref>

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 22-02-17-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING A CONTRACT FOR THE PURPOSE OF FINANCING NEW FIRE APPARATUS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING THAT THE CITY MANAGER OR DESIGNEE MAY EXECUTE THE AGREEMENT AND ANY NECESSARY COUNTERPARTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth (the "Issuer") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "New Fire Apparatus". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

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

Section 1. The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Resolution for all purposes.

Section 2. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "New Fire Apparatus", attached hereto and incorporated as is set forth fully herein as Exhibit A.

Section 3. That the Finance Contract by and between the City of Corinth and GCC is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 4. That the Issuer appoints the City Manager, as the authorized signer of the Finance Contract by and between the City of Corinth and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 5. The City of Corinth will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has PASSED upon the Motion made by Council Member _____, seconded by Council Member _____ by a vote of _____ to _____ and is effective this 17th day of February 2022.

Issuer: City of Corinth

Witness Signature

Bob Hart, City Manager

Lana Wylie, City Secretary

Exhibit A

Incorporated by Reference Upon Approval and Execution by the City of Corinth



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Engineering Design Contract for Lynchburg Creek Flood Mitigation Grant with Jones Carter
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 checked="" type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider approval of an Engineering Design contract with Jones|Carter for the Lynchburg Creek Flood Mitigation FEMA Grant in an amount not to exceed \$403,237 and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The City of Corinth was awarded a FEMA Flood Mitigation Assistance Grant to alleviate the flooding issues along Lynchburg Creek. The proposed project will assist roughly 100 homes specifically in the western Amity Village area and the Red Oak Drive area. The project will consist of constructing a 5-7 acre detention pond upstream of Amity Village, a 4 acre detention basin in Corinth Community Park (currently multi-purpose practice fields), channel widening/benching on the south side of the Park and culvert capacity improvements on Red Oak Drive. It should be noted that the intention of the work in the practice fields is to inundate the field during 10+ year storm events. During and after rain events fields are normally closed for activities. The design team will ensure the field has proper drainage so that the field can be back in use in a timely manner.

Following State and federal regulations the City solicited Statement of Qualifications (SOQ) for the engineering design. Two firms submitted SOQs, Walter P. Moore and Jones|Carter. Both firms have worked with the City in the past and have good reputations in the field. Following strict scoring it was determined that Jones|Carter had a slightly higher score. The Staff checked references and began negotiating with Jones|Carter on the scope of the project. It should be noted that Jones|Carter assisted the City in a Lynchburg Creek watershed study as well as preparation of the grant submittals. Neither of these were included in the calculation for the SOQ.

The Engineering Design Scope will include the following activities:

Basic Services

- | | |
|---|---------------------------------|
| Project Management and Stakeholder Coordination | Grant Administration Assistance |
| Boundary Survey | Easement Preparation |
| Topographic Survey | Tree Survey |
| Geotechnical Engineering | Drainage Study Update |
| Construction Plans | Bid Phase |
| Construction Phase Services | As-Built Survey |
| Letter of Map Revision | Address LOMR Review Comments |
| FEMA Submittal Fee | |

Special Services

- Land Title Survey
- Landscape Plan
- Additional Services
- Reimbursable Expenses

The Engineering Design fee is included in the overall grant and therefore will be eligible for the 75% cost participation by FEMA.

Financial Impact

\$403,237 as provided in the Capital Improvements Fund

Staff Recommendation/Motion

Consider approval of the Engineering Design contract with Jones|Carter for the Lynchburg Creek Flood Mitigation FEMA Grant in an amount not to exceed \$403,237 and authorizing the City Manager to execute any necessary documents.

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

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

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit “A”** (the “Scope of Services” or “Services”) to assist the City with the following project: **LYNCHBURG CREEK FLOOD MITIGATION PROJECT** (the “Project”) on the terms and conditions set forth in this Agreement; and

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

WHEREAS, City published a request for Statement of Qualifications for the Project and Consultant provided a response; and

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

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

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

Article I
Incorporation of Recitals/Agreement Documents/Term

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

1.2 Agreement. This Agreement shall be comprised of the following documents: (1) this Agreement; (2) **Exhibit “A”**, “Scope of Services”; (3) **Exhibit “B”**, “Project Schedule”; (4) **Exhibit “C”**, “Fee Schedule”; (5) City’s Request for Statement of Qualifications for Comprehensive Plan Update And Master Parks/Trails Plan (“City SOQ”), a copy of which is attached hereto and incorporated herein as **Exhibit “D”** hereto;

and (6) Consultant's response to City SOQ, a copy of which is attached hereto and incorporated herein as **Exhibit "E"** hereto. In the event of a conflict between one or more of the terms and provisions contained within the foregoing documents, in order to resolve any such conflict, priority of interpretation shall be given in the order that those documents are listed in this section.

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

Article II Scope of Service

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

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

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

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

Article III
Schedule of Work – Project Completion

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

Article IV
Compensation and Method of Payment

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

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

shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

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

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

Article V

Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI Miscellaneous

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

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

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

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

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

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

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

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

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

If intended for City:

Attn:
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: 940-498-3265
Email: George.marshall@cityofcorinth.com

If intended for Consultant:

Attn:
Jones & Carter, Inc.
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
Telephone: 972-488-3880
Email: aray@jonescarter.com

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

6.11 Debarment and Suspension.

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

6.12 Indemnification. **CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT’S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE “INDEMNIFIED ITEMS”) THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE**

TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

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

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

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

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

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

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

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

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

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

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

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

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

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

Consultant pursuant to this Agreement will be conducted by employees, associates or subcontractors of Consultant.

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

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

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2022.

CITY OF CORINTH, TEXAS

By: _____
Bob Hart, City Manager

Attest:

By: _____
Lana Wylie, City Secretary

Approved As To Form:

By: _____
Patricia A. Adams, City Attorney

EXECUTED this 8th day of February, 2022.

CONSULTANT

Jones & Carter, Inc.

By: Mark Holiday
Name: Mark Holiday
Title: Vice President

ACKNOWLEDGMENTS
CONSULTANT

STATE OF TEXAS)
)
COUNTY OF Collin)

This instrument was acknowledged before me on the 8 day of February, 2022, by Mark Holliday, Vice President of Jones & Carter, Inc., a Texas Corporation, on behalf of such entity.



[Signature]
Notary Public, State of Texas

CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

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

Notary Public, State of Texas

EXHIBIT “A”
SCOPE OF SERVICES

February 7, 2022

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

Re: Professional Engineering Services for
Lynchburg Creek Flood Mitigation Project
FMA-PJ-06-TX-2019-0005

Dear Mr. Marshall:

We appreciate the opportunity to present this proposal to provide engineering services for the Lynchburg Creek Flood Mitigation Project (FMA-PJ-06-TX-2019-0005) which is in part federally funded through FEMA's Flood Mitigation Assistance grant program.

Project Understanding

JC understands that the City of Corinth (the Client) has been awarded funding through FEMA's Flood Mitigation Assistance grant program for the Lynchburg Creek Flood Mitigation Project (FMA-PJ-06-TX-2019-0005) to aid with the full design and construction of channel improvements and widening, stormwater detention, and drainage structures to reduce the risk of flooding to approximately 100 homes. The proposed project consists of deepening and widening existing drainage ways, in-line and offline detention, enlarging associated culvert crossings, and minor grading to control and direct sheet flow.

JC agrees and acknowledges that it is subject to all applicable requirements of the master contract between the City of Corinth and the Texas Water Development Board (TWDB), TWDB Contract No. 1900012534. JC adopts by reference the requirements of Section II, Article IX of TWDB Contract No. 1900012534 for this subcontract.

In general, the major portions of the work will take place along the western perimeter of the Amity Village neighborhood (Area 1) and along the south side of the Corinth Community Park adjacent to Lynchburg Creek (Area 3). The culvert crossing at Red Oak Drive and Lynchburg Creek Tributary 2 will also be improved. Area 1 is generally located west of Interstate 35E and Corinth Parkway, north of Lake Sharon Drive, and south of Church Drive. Area 3 is generally located east of Interstate 35E, south of Corinth Parkway, and north of Red Oak Drive.

We understand Integrated Environmental Solutions, LLC (IES) is currently under contract with the City to provide the different environmental assessments needed for the project. Additionally, IES conducted a cultural resources survey and prepared a report which was submitted through the Texas Historical Commission in support of the grant application.

Based on our understanding of the project requirements, review process, approval process, and the general site characteristics, we prepared the following scope of services and fee proposal for your consideration.

Mr. George S. Marshall, PE, CFM

February 7, 2022

Page 2

Scope of Services

Project Management and Stakeholder Coordination

JC will provide the following supporting management and coordination efforts associated with the project as required to successfully execute the Tasks included in this scope. Due to the variable quantity of the coordination efforts, the estimated number of meetings below are intended as an assumption for level of effort. This effort will be performed on an hourly basis to ensure the necessary time to deliver the project.

1. Attend a kick-off meeting with the City covering the following topics:
 - a. Project communication – Establish the frequency and method of communication with City staff
 - b. Project milestones & schedule
 - c. Potential risk factors, consequences, and mitigation measures
 - d. Field surveys, preliminary field work, and property owner notification
 - e. Project deliverables
2. Prepare and maintain project schedule and provide written weekly project updates to the City to include design progress, critical path needs, and upcoming deadlines. Monthly invoicing will also be provided.
3. J|C will setup a customized Quality Management Program (QMP) and risk analysis identifying the QA/QC reviewing team, and milestones at which we will conduct detailed review. We will set up workshops, Teams calls or other forms of reviews of your choice with the City for each milestone.
4. Coordinate with known franchise utility companies identified by 811-Call results, including meetings with individual utility companies, submittals of plans to utility companies followed by regular status reports and requests for information from utility company representatives.
5. Prepare for and attend (in-person or by conference) the following anticipated or potential meetings, and be available for additional communication:
 - a. Two site visits with the City.
 - b. Four virtual meetings with City: project kickoff, review of 30-60-90 percent design reviews.
 - c. Two meetings with impacted landowners.

Grant Administration Assistance

JC will assist the City upon request in documentation and reporting requirements associated with the FEMA grant. The City's contract with the TWDB requires changes to the approved scope of the TWDB contract to be re-evaluated by the TWDB and FEMA. JC will assist with preparing exhibits and documentation to reflect scope changes as required. Presently, the primary scope change not communicated to the TWDB includes:

1. Exclusion of mitigation features south of Amity Village due to the on-going development of the single-family development in this area. The proposed condition model will reflect the proposed improvements of this development.

Boundary Survey

JC will survey the subject tracts and adjoiner tracts and locate as many property corners as needed to determine the boundary lines of subject tracts and adjoiner property lines. This scope assumes JC will need to verify the boundary lines of approximately 28 properties. The boundary line locations will be referenced in the topographic survey deliverable, construction plans, and in any easement documents prepared under separate tasks. JC assumes the City of Corinth will provide our crews right of entry.

Mr. George S. Marshall, PE, CFM

February 7, 2022

Page 3

This survey fee includes the cost for an outside company to do the research and provide us with the latest deeds and plats of subject tracts and adjoiner tracts. This does not include providing signed/sealed surveys for conveyance or providing metes and bounds descriptions.

Easement Preparation

JC will prepare 6 easement documents. The easements prepared will reference the property corners located during performance of boundary survey. Each document will include an exhibit of the easement and a metes and bounds description, signed and sealed by a Registered Professional Land Surveyor.

Topographic Survey

JC will obtain topographic information necessary to provide a one-foot contour map of the area surveyed. JC will survey no greater than a 100-ft grid within the project boundary to identify existing grades on subject tracts, locate visible above ground improvements, and establish five (5) vertical/horizontal control points in both Areas 1 and 3 of the project. Topo will include pavement, natural grade, trees, fences, and any visible above ground utilities. Any signs indicating subsurface utilities will also be located in the survey.

Tree Survey

Part of the topographic survey will include locating trees 6" and larger. The trees located will be within the topographic area and not the entire tract boundaries. The tree information provided will include the tree size and species. This task does not include the services of an arborist.

Geotechnical Engineering

JC will authorize GEE Consultants, Inc. to perform a geotechnical exploration as detailed in their attached proposal dated February 2, 2022. If additional geotechnical evaluation is required, this shall be handled by separate proposal.

Drainage Study Update

JC will prepare a revision to the analysis and report prepared titled "Drainage Report for Lynchburg Creek Flood Reduction Projects – Areas 1 and 3," dated December 4, 2019, to incorporate the revised design scope associated with the Lynchburg Creek Flood Mitigation Project from what was submitted with the grant application. This hydrologic and hydraulic analysis will determine the design parameters for the Lynchburg Creek Flood Mitigation Project. The intent of the analysis is to maximize the flood reduction benefits provided by the revised project area. The prior analysis will be impacted by the following:

2. Revision to the layout of the mitigation features west of Amity Village (on the Haislip property).
3. Exclusion of mitigation features south of Amity Village due to the on-going development of the single-family development in this area. The proposed condition model will reflect the proposed improvements of this development.
4. Moving of the shallow detention area from the wooded tract east of Corinth Community Park to the western area of the park. This location is intended to be kept functional as a sports field/practice area.
5. Detailed topographic data in the project areas.

Mr. George S. Marshall, PE, CFM

February 7, 2022

Page 4

JC does not anticipate updating the pre-project conditions analysis. Once analyzed, JC assumes proposed mitigation features will be iterated to incorporate up to two sets of Client comments. JC will prepare a written report with calculations, exhibits, models, and other relevant information to submit for review to the City. If additional models are requested by the City or other agencies, they can be provided under a subsequent amendment to this proposal if necessary for regulatory review.

Construction Plans

JC will prepare a construction plan set for the Lynchburg Creek Flood Mitigation Project based on the drainage study update. The plans will include grading, plan & profile sheets, layouts, and detail sheets.

- a. General Design: Cover Sheet, Index, General Notes.
- b. Demolition Plans: Prepare layout to delineate and quantify the limits of removal for any existing structures in the project area.
- c. Drainage Plans: Prepare plan and profile sheets of the improvements, drainage area maps, cross sections, and standard details.
- d. Erosion Control Plan: Prepare base map for the limits of the project along with standard details for the contractor to utilize in their preparation of the Storm Water Pollution Prevention Plan.
- e. Utility adjustments including water and sanitary sewer, if required, are not included in this scope.
- f. Traffic control plans, if required, are not included in this scope.
- g. City staff shall review and, if necessary, meet with the Engineer at each submittal stage to discuss to provide additional comments and direction as needed to proceed. Submittals shall include:
 - i. 30% schematic design to include plan and profile of items c. and d. above with topographic information.
 - ii. 60% preliminary design and opinion of probable construction cost.
 - iii. 90% design and opinion of probable construction cost.
 - iv. Final design and opinion of probable construction cost.
- h. Project Manual – JC will develop the project manual using North Central Texas Council of Governments (NCTCOG) Public Works Construction Standards (5th Edition) for the technical specifications. If other technical specifications are required above what is provided by NCTCOG, JC will provide those specifications. JC will provide a bid from and will incorporate City provided documents such as General Conditions, Supplementary Conditions, Bond Forms, Agreement, Instruction to Bidders, etc.).

Bid Phase

JC shall provide final construction plans and bid documents to the City. It is our understanding the City's purchasing department will handle advertisement and posting of the project for bidding. JC shall:

- a. Assist the City with a pre-bid meeting,
- b. Assist the City with the preparation of addenda to the bid documents and provide answers to bidder questions and interpreting of bid documents, and
- c. Assist the City with the opening and tabulation of bids, and evaluation of bidder references for selection.

Mr. George S. Marshall, PE, CFM

February 7, 2022

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Construction Phase Services

JC shall represent the City in the non-resident administration of the construction contract. Services do not involve continuous or extensive on-site inspection to check or verify means and methods, materials, or manage construction efforts. As such, JC cannot provide certification of the completed project beyond the limited observation described below. If Field Project Representation is desired, JC can provide those services on an as additional hourly service. The proposed scope of work includes the following:

- a. Assist the City with a pre-construction meeting,
- b. Provide monthly site visits (9), including meeting on site with the City and contractor, and providing a written status report for each visit.
- c. Provide written responses to requests for information for clarifications.
- d. Review and approve submittals and shop drawings from the contractor.
- e. Review and approve monthly contractor pay applications based on recommended quantities and progress provided by the City inspector.
- f. Assist City staff in conducting the final walk-through for general conformance with the design concept and compliance with the contract documents.
- g. Prepare construction "record drawings" based upon markups and information provided by the City inspector and the construction contractor.

As-Built Survey

JC will obtain topographic survey data of the constructed improvements to use for preparation of the LOMR. JC will obtain topographic information necessary to provide a contour map and elevations. JC will provide a signed/sealed survey map at the appropriate scale in PDF format and paper copies if needed.

Letter of Map Revision

Hydrologic and Hydraulic Modeling – JC will utilize as-built survey data obtained under the above task to update the hydrologic and hydraulic models to reflect the changes to the effective FEMA floodplain and floodway. JC will use CheckRAS per FEMA's requirements to compare the existing hydraulic models to the proposed models. We will review the output from this comparison and identify any differences between the two models within our report.

Floodplain Mapping – JC will prepare annotated Flood Insurance Rate Maps (FIRMs), a hydraulic work map and associated GIS shapefile data using the results of the Hydrologic and Hydraulic Modeling task.

Report Preparation – JC will prepare the FEMA required forms and a supporting narrative to revise the effective FEMA floodplain and floodway based on the as-built survey. JC will utilize the data and results from the Hydrologic and Hydraulic model task.

JC will prepare statements for public notification as required for regulatory floodplain changes. JC will update Flood Insurance Study (FIS) profiles and FIS tables for FEMA use showing the updated elevation and flow data for the studied stream. The approved plans and as-built surveys for the project will be included in the LOMR submittal.

Mr. George S. Marshall, PE, CFM

February 7, 2022

Page 6

JC will submit the LOMR to the City for community review and approval. Upon obtaining the community approval, JC will forward the LOMR to FEMA for review and approval. Engineering activities including preparation of the initial LOMR submittal for agency review is included in the lump sum fee. Activities related to addressing regulatory comments are included in the Address LOMR Review Comments task.

JC will utilize the as-built survey as the basis for the submittal to FEMA. Any changes within the floodplain during or after the preparation of the FEMA submittal may require additional updates or changes to the modeling, not currently included in this scope.

Address LOMR Review Comments

This task includes coordination with the City of Corinth (as well as any 3rd party consultants reviewing on behalf of the City) and FEMA to obtain comments on the LOMR submittal, the addressing of comments, and resubmittals for review and approval. We estimate one round of local agency and two rounds of FEMA reviews. This is an hourly task and we will notify the Client if we anticipate that the budget for this task will be exceeded.

Scope of Special Services

Land Title Survey

If required, JC will perform a TSPS Category 1A Land Title Survey of the property that will be conveyed to the City of Corinth. We will provide an exhibit of the tract, a metes and bounds description, and will set the corners of the new tract. Client to provide a current commitment of title insurance Schedules A & B, along with all documents referenced in Schedule B. JC will provide a signed/sealed survey map at the appropriate scale in PDF format and paper copies if needed.

Landscape Plan

JC will coordinate with the City to create a tree planting location exhibit for the project areas. This task does not include the services of a landscape architect.

Additional Services

Services not otherwise included in the scope of work, or not customarily furnished in accordance with generally accepted engineering practice shall, be invoiced in accordance with the enclosed Schedule of Hourly Rates or handled by separate proposal.

Reimbursable Expenses

These services and expenses typically include plots, color exhibit prints, deliveries, filing and review fees, reproduction of plans for agency review and construction efforts, and other miscellaneous features; see attached Schedule of Reimbursable Expenses.

Anticipated reimbursable expenses for a LOMR include the FEMA review fee for a LOMR (\$8,000) and costs associated with publishing a public notification in the local newspaper. Reimbursable expenses will be charged to the City at cost plus 10%, in accordance with the Schedule of Reimbursable Expenses.

Mr. George S. Marshall, PE, CFM

February 7, 2022

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Information to be Provided by Client

The following information shall be provided to JC by the City; if additional information becomes necessary during the analysis or design process, JC shall request the information from the City.

1. Franchise utility contact information for local representatives.
2. Provide Notice of Entry to all property owners as required.

Project Schedule

JC has prepared a preliminary project schedule included as Exhibit B.

Proposed Fees

Proposed fees for the above scope are described in Exhibit A.

Special Considerations

This proposal is based on the following special considerations:

1. This proposal shall be subject to the enclosed General Conditions of Agreement.
2. Attendance or presentations to city council or neighborhood organizations can be performed as an additional service, if requested.
3. Structural design, including retaining walls, is not included.
4. Landscape architecture design is not included in the scope of services.
5. Subsurface Utility Engineering (SUE) is not included in the scope of services.
6. Utility adjustments including water and sanitary sewer, if required, are not included in this scope.
7. Traffic control plans, if required, are not included in this scope.
8. Any review, publication, or permit fees associated with the project shall be paid by the Client, or if paid by JC, shall be considered as a reimbursable expense, to be billed at cost plus 10% and are not included in any lump sum or not-to-exceed fees proposed. Review fees stated above are estimates and are subject to be changed by the review agency. Review fees will be based on the fees in place at the time of submittal.
9. Hourly Services shall be provided in accordance with the enclosed Schedule of Hourly Rates.
10. Reimbursable expenses including outside services not performed by JC personnel shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses.
11. Fees do not include sales taxes that may be imposed.
12. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
13. This proposal shall be valid for sixty days from this date and may be extended upon approval by this office.



Mr. George S. Marshall, PE, CFM

February 7, 2022

Page 8

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Should you have any questions, please call.

Sincerely,

A handwritten signature in blue ink that reads 'Adam C. Ray'.

Adam C. Ray, PE, CFM
Project Manager
Hydrology and Hydraulics

A handwritten signature in blue ink that reads 'Stephen C. Reiter'.

Stephen C. Reiter, PE, CFM
Vice President
Hydrology and Hydraulics

ACR/mls

V:\Opportunity Documents\OP100-4661-00 Corinth Flood Reduction\Proposal FMA Funded Lynchburg v5.docx

Enclosures

APPROVED BY:

Signature

Name and Title (Printed)

Date

GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

J&C agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that J&C shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

Version 13-08-22

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit J&C's liability arising from J&C's professional acts, errors or omissions, such that the total aggregate liability of J&C shall not exceed J&C's total fee for the services rendered on this project.

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

SEVERABILITY

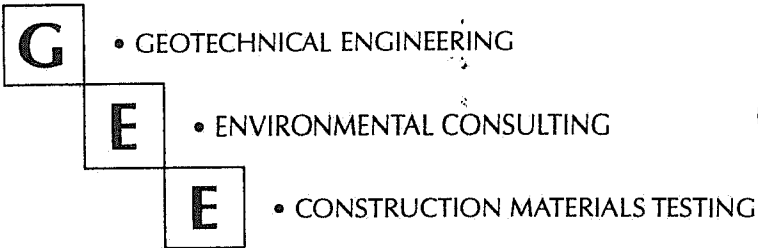
Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.



GEE Consultants, Inc.

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

EXHIBIT "A"

February 2, 2022

Mr. Adam C. Ray, PE, CFM
JONES | CARTER
Parkway Centre II
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
Tel. 972.488.3880
Direct 972.265.7186
Mobile 281.630.1020
Email: ARay@jonescarter.com

RE: Proposal No. 1220201
Geotechnical Investigation
Flood Reduction Projects- Areas 1 and 3
for Lynchburg Creek
City of Corinth, Texas

Dear Mr. Ray:

In accordance with your January 27, 2022 email request, our meeting of January 28, 2022 and February 1, 2022 telephone conversation, we are pleased to submit the following cost estimate for geotechnical engineering services for the above referenced project.

The scope of the current requested investigation is to provide a geotechnical investigation at the above referenced flood reduction areas located in Corinth, Texas.

It is our understanding the Area 1 subject site improvements requiring our geotechnical services are located at the rear of existing residences found along the west side of Sharon Drive. The Area 3 site improvements needing investigation are located along the north side of current Lynchburg Creek, from the west side of existing Corinth Community Park to just west of the subject creek's intersection with Lynchburg Creek Tributary 1. The Area 3 project also includes construction of improvements to the existing culvert located at the intersection Red Oak Drive with Lynchburg Creek Tributary 2.

Summary of Area 1 Flood Reduction Improvements

Based on site reconnaissance performed on January 28 and 31, 2022 we propose the entire Area 1 site test boring locations be accessed utilizing the existing gate located at the west end of Silver Meadow Lane dead end.

Area 1 improvements include approximately 2,100 linear feet of new drainage channel and a detention pond. More specifically the Area 1 improvements include Detention Pond B2 and Baseline A Channels B3 and B1. We understand 4H:1V slopes will be utilized for the Detention Pond B2 and Channels B3 and B1 side slopes. These proposed improvements will be primarily earth lined structures. Rip rap will be utilized at the intersection between Channels B1 and B3 as well as an unnamed shallow existing channel located to the south.

Sloped stone paving and a 30 inch RCP pipe will be utilized to empty outfall water from Detention Pond B2 back into Baseline A Channel B1. A new 8 ft by 4 ft RCB with headwalls, wingwalls and rip rap will be constructed beneath Baseline A Channel B1 at the existing west end of Silver Meadow Lane. Sloped stone paving, B1 diversion pipe (4 ft by 2 ft RCB) and rip rap will be utilized to connect Baseline A Channel B1 to Detention Pond B2.

A connection to the existing pumped discharge outfall and proposed Emergency Overflow Weir lined with articulating concrete blocks will be located at the north end of Baseline A Channel B1.

Summary of Area 3 Flood Reduction Improvements

Area 3 proposed test boring locations will be accessed from three (3) different locations. They include from the south side of Corinth Community Park, along Red Oak Road at Lynchburg Creek No. 2, and an existing easement at the rear of residences located along the south side of Rocky Bend Court.

Improvements planned in Area 3 include approximately 1,000 lineal feet of proposed channel benching, approximately 1,000 lineal feet of bypass channel, and a detention pond.

The new detention pond will be generally located along the north side of existing Lynchburg Creek. We understand this detention pond more specifically will be located in the area of the existing baseball practice area (with back stops) located in the southwest portion of current Corinth Community Park. The depth of the proposed detention pond at this location was assumed to be about six (6) to eight (8) feet deep (similar to the proposed Area 1 detention pond depth). We also assumed a diversion pipe and outfall water pipe systems will be located at the southwest and southeast corners of the Area 3 detention pond, respectively. These pipes would connect to existing Lynchburg Creek.

We understand the proposed Corinth Community Park located pond may be earthen or Portland cement concrete lined.

A 5H:1V backslope swale interceptor (earthen lined channel benching) and a proposed one (1) percent earth lined shelf will also be located along the north side of Lynchburg Creek. The proposed backslope swale interceptor and one (1) percent shelf will extend roughly from south of the adjacent asphaltic concrete paved parking area of Corinth Community Park to the east end of the adjacent park football fields.

A proposed Baseline C Bypass Channel will be located along the north side of existing Lynchburg Creek as well. The bypass channel will utilize 4H:1V earthen lined slopes on each side. The channel will extend roughly from south of the southwest corner of the adjacent Corinth Community Park football fields, through a heavily treed area, to an ending point roughly north-northwest of adjacent Glen Manor Road cul-de-sac (located to the south of the creek).

As previously discussed construction of improvements to the existing culvert located at the intersection Red Oak Drive with Lynchburg Creek Tributary 2 are planned in Area 3.

Summary of Test Boring Locations

We assumed no clearing operations of existing trees would be required for necessary test boring advancement.

Based on your email, our site observations as they relate to accessibility and conversations with Jones | Carter Engineering, we plan to advance seven (7) test boring locations at each flood reduction area site (total of fourteen (14) test boring locations). Given our input related to the proposed locations and Jones | Carter general agreement we can perform additional site observations to determine the exact coordinates (LAT, LONG) for all fourteen (14) boring locations, prior to drill rig mobilization.

The general test boring locations, abbreviated description of planned structures and approximate depth below grade of improvements at each location requested and proposed investigation depths include the following:

Proposed Test Boring Locations

Area	Boring Number	Approximate Adjacent Station Location	General Description of Planned Improvements at Proposed Boring Location	Minimum Boring Depth (Feet)
1	B-1	3+00	Baseline A Channel B3 Centerline, Channel Depth Approximately 3 Feet	10
1	B-2	8+00	Area of 30 in. RCP Detention Pond Outlet and Rip Rap, Approximately 6 Feet Deep Structure	10

1	B-3	9+60	8Ft.x 4Ft RCB at End of Silver Meadow, Headwall, Wingwall and Rip Rap at Down Stream Side, Approx. 8 Feet to Bottom of Rip Rap	15
1	B-4	Adjacent to Approx. 12+00	Area 1 Detention Pond Inlet Structure with Rip Rap, Approx. 9 Feet to Bottom of Rip Rap	15
1	B-5	Approx. Sta. 14+80	36 In. RCP w/Headwall and Rip Rap, Approx. 9 Feet to Bottom of Rip Rap	15
1	B-6	20+69	Proposed Emergency Overflow Weir, w/Articulating Concrete Blocks and Connection to Existing Detention Discharge, Approx. 8 Ft Depth to Channel Bottom	15
1	B-7	Adjacent to Sta. 8+00	SWC of Detention Pond B2, Approx. 7 Ft Depth	15
3	B-8	Adjacent to Approx. Sta. 25+00	Assumed SWC of Area 3 Detention Pond. Assumed to 6 to 8 Ft. Deep, Assumed Inlet Structure Location	15
3	B-9	Adjacent to Approx. Sta. 20+00	Assumed SEC of Area 3 Detention Pond. Assumed to 6 to 8 Ft. Deep, Assumed Outlet Structure Location	15
3	B-10	Adj. to Approx. Sta. 17+50	Backslope Swale Interceptor Top Approx. El. 559 Ft., 5H:1V Slope, plus 1% Slope, plus Adj. Existing Creek Bottom at Approx. El. 545 (Total Approx.14 Feet Compound Slope)	25
3	B-11	Adj. to Approx. Sta. 12+50	Backslope Swale Interceptor Top Approx. El. 556 Ft., 5H:1V Slope, plus 1% Slope, plus Adj. Existing Creek Bottom at Approx. El. 544 (Total Approx.12 Feet Compound Slope)	25
3	B-12	Adj. to Approx. Sta. 9+15	Backslope Swale Interceptor, 5H:1V Slope, plus Bypass Channel Depth, 4H:1V (Total Approx.15 to 16 Feet Compound Slope)	30
3	B-13	Red Oak Drive	NEC of Culvert Replacement, 3 Ea. 60 In. Dia. RCP, Approx. 6 Ft. Deep	15

3	B-14	Rear of 4104 Rocky Bend Court, Existing Utility Easement	East End of Area 3 Improvements is Currently Inaccessible to Drill Rig Due to Heavily Treed Area Adjacent to Baseline C Bypass Channel. Therefore this Nearest Access Remote Test Location along Lynchburg Creek was Selected with the Purpose of at Least Encompassing the East End of Area 3 Construction Improvements	25
Total				245

* Depth of boring may vary depending on the depth of the primary bearing stratum and water table/overburden soils. Current proposed depth of these boring locations is to the stated depth in the above chart, or five (5) feet into primary rock, whichever is less.

The test borings will be advance to a depth mentioned in the table above if no primary bearing stratum is found. It was assumed the intermittent underlying subgrade soil samples would be obtained using standard truck mounted drilling equipment. If an ATV (All-Terrain Vehicle) is required due to quagmire conditions and/or necessary project scheduling, notification of such and additional charges would be provided in advance.

We assume that the City of Corinth along with Texas 811 and Jones | Carter will assist in locating existing utility lines, as built drawings, and invert depths, as required.

As discussed on February 1, 2022, global stability analysis of existing and/or proposed slopes is not included in this proposal due to the utilization of minimum 4H:1V or flatter slopes. Based on current plans erosion control blankets will be utilized during construction for slope protection. However, if desired, slope stability analysis can be provided upon request, at additional cost.

Given your request and prior experience with the types of soils encountered in the general area, using our current Geotechnical Schedule of Fees, we estimate that the following drilling, laboratory tests and report costs will be required:

Boring, Testing and Report Preparation

8	Hours Project Geotechnical Engineer for Site Reconnaissance (Already Performed) to Locate Test Borings and Site Inspection Eight (8) Hours @ \$160.00/Hr	\$1,280.00
2	Vehicle Trip Charges to Corinth @ \$70.00	\$140.00
10	Hours Project Geotechnical Engineer for Project Set Up, Locate Underground Utilities, Site Inspection, and Scheduling of Drilling, Estimate Ten (10) Hours @ \$160.00/Hr	\$1,600.00

3	Vehicle Trip Charges to Corinth @ \$70.00	\$210.00
30	Hours of Staff Engineer Time to Log Test Boring Data over Assumed Four (4) Days of Truck Mounted Drilling Operations Estimate Thirty (30) Hours @ \$150.00/Hr	\$4,500.00
240	Linear Feet of Intermittent Sample Test Boring @ \$21.50/Ft (0 -25 feet).	\$5,160.00
5	Linear Feet of Intermittent Sample Test Boring @ \$23.00/Ft (26 -50 feet).	\$115.00
4	Mobilization of Truck Mounted Drill Rig @ \$485.00 each	\$1,940.00
4	Logger Vehicle Trip Charge (Test Borings) Full- Day Trip Charge (Over 4-hours) @ \$90.00/Each.	\$360.00
4	Staff Engineer Hours to Assign Geotechnical Lab Tests Estimate Four (4) Hours @ \$150.00/Hr	\$600.00
98	Moisture Content Tests @ \$14.00/Test	\$1,372.00
42	Atterberg Limits Tests @ \$75.00/Test.	\$3,150.00
21	Percent Passing a No. 200 U.S. Sieve Tests @ \$48.00/Test	\$1,008.00
28	Unconfined Soil Compression Tests @ \$47.00/Test.	\$1,316.00
28	Unit Weight Determinations @ \$32.00/Test.	\$896.00
4	Pressure or Free Swell Tests @ \$250.00/Test.	\$1,000.00
20	Hours for Typist for Report Typing Estimate Twenty (20) Hours @ \$63.00/Hr	\$1,260.00
24	Hours for Project Geotechnical Engineer Analysis and Report Preparation Estimate Twenty-four (24) Hours @ \$160.00/Hr	\$3,840.00
4	Hour of Principal Engineer Analysis and Report Preparation Estimate Four (4) Hours @ \$235.00/Hr	\$940.00
	Estimated Total of Boring, Lab Testing and Report	\$30,687.00

An engineering report will be prepared by a team consisting of a qualified geotechnical engineer and a registered professional engineer. The report will include the following findings and recommendations:

1. Plan of Borings and Logs of Borings, Referenced to Existing Ground Elevation (Provided by Others)
2. Results of Laboratory Testing
3. Site Observations and Comments
4. Estimated Potential Vertical Rise at Boring Locations
5. Recommended Subgrade Preparation Procedures
6. Criteria for Placement and Processing of Fill Materials
7. Utility Subgrade Preparation and Backfill Requirements
10. RCB Bottom Allowable Bearing Capacity
11. RCB Equivalent Fluid Pressures, Backfill and Drainage Requirements
12. Slope Protection Recommendations

This proposal is based on the assumption that the site test locations are accessible to truck mounted drilling equipment. If All-Terrain Vehicle drilling equipment is necessary these charges are not included. We will take all reasonable precautions to minimize damage to adjacent and subject site property. It should be understood that during the normal course of our work some damage may occur, the correction of which is not included in our proposal. No clearing of bushes, shrubs or trees is included as well.

Soil sampling in cohesive soils will be performed with thin wall Shelby tubes in general accordance with ASTM D1587. Granular or hard soils/rock will be sampled with a split spoon sampler in general accordance with ASTM D1586. Soil samples will be extruded and sealed at the site and transported to our laboratory for testing. Groundwater levels in each boring will be measured at the completion of each boring and at the end of the working day.

A laboratory testing program will be assigned by a geotechnical engineer to meet the particular needs of the project after visually examining soil samples collected. Using periodically calibrated equipment, our experienced laboratory technicians will perform the anticipated tests listed above.

These services will be performed in accordance with our standard fee schedule. Based on information presently available and our experience the estimated cost of this investigation including fourteen (14) test borings will be \$30,687.00. The final cost of this investigation may fluctuate a little depending on the depth of the primary bearing stratum. All prices quoted are valid for 180 days from the date of the proposal. This cost includes a meeting to discuss our findings (if desired) at the completion of our investigation. Supplemental meetings and/or recommendations not included in the original anticipated scope of work may be assessed using our standard rate.

We anticipate this investigation will take approximately four (4) to six (6) weeks for completion, weather permitting. Limited verbal recommendations will be provided to you on completion of field drilling operations. We understand we have been selected for this project and therefore, when providing this estimate, we are not in violation of laws governing procurement of professional engineering services with public entities.

If this proposal is acceptable to you, please sign the enclosed copy, along with the *Agreement for Geotechnical Engineering Services* and return it to us at your earliest convenience.

Thank you for the opportunity to be of service to you. Should you have any comments and/or questions, please do not hesitate to contact us. We are looking forward to working with you.

Very truly yours,

GEE Consultants, Inc.



Ramchandra Baral, M.S.C.E., E.I.T.
Project Manger



Richard W. Gee, P.E.
President

RB:RWG/ax

Attachment

cc: Mr. Trent Ford via: tford@jonescarter.com

Accepted By: _____

Date: _____

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT is by and between

Mr. Adam C. Ray, PE, CFM
JONES | CARTER
Parkway Centre II
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
Tel. 972.488.3880
Direct 972.265.7186
Mobile 281.630.1020
Email: ARay@jonescarter.com

and GEE CONSULTANTS, INC., a Texas corporation, hereinafter called GEE, who agree as follows:

- DECLARATIONS.** CLIENT desires to engage GEE to provide Geotechnical Engineering services in connection with CLIENT's project ("THE PROJECT") described as follows:

Geotechnical Investigation
Geotechnical Investigation
Flood Reduction Projects- Areas 1 and 3
for Lynchburg Creek
City of Corinth, Texas

GEE has provided a proposal and/or fee schedule to CLIENT for Geotechnical Engineering services, which fee schedule is acceptable to CLIENT.

- SCOPE OF WORK.** GEE shall provide Geotechnical Engineering services for THE PROJECT in accordance with the accompanying proposal "scope of services" made a part hereof as Exhibit "A" and the "terms and conditions" set forth on the back of and made a part of this Agreement.

EXECUTED THIS _____ day of _____, 2022.

CLIENT: _____
 By: _____
 Title: _____

GEE CONSULTANTS, INC.

By: *Orlando W. Garcia* FEB. 2, 2022
 Title: President

TO BE COMPLETED BY CLIENT:

FOR PAYMENT OF SERVICES:

Firm: _____
 Address: _____
 _____ Zip Code: _____ Phone No. _____
 Attention: _____ Title: _____
 Invoice to the Account of: _____

FOR APPROVAL OF INVOICE(S):

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below.

Firm: _____
 Address: _____
 _____ Zip Code: _____ Phone No. _____
 Attention: _____ Title: _____

TERMS AND CONDITIONS TO

Section J, Item 9.

AGREEMENT BETWEEN THE CONSULTING GEOTECHNICAL ENGINEER (GEE) AND THE CLIENT

MISCELLANEOUS INFORMATION

The CLIENT and/or his architect and/or his engineer shall provide GEE with all information concerning the site which is the subject matter of this contract specifically including but not limited to geotechnical information testing reports, site plan, utility easements and locations and building locations and other such information which would be of benefit to the GEE in preparing and/or completing its work. GEE shall have the right to rely upon the accuracy of the information provided in performing its service.

RIGHT OF ENTRY

The client will provide for right of entry of GEE and all necessary equipment, in order to complete the work.

While GEE will take all reasonable precautions to minimize any damage to the property, it is understood by the CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

UTILITIES

In the prosecution of his work, GEE will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The CLIENT agrees to hold GEE harmless for any damages to subterranean structures which are not called to GEE's attention and correctly shown on the plans furnished which Indemnity Agreement shall specifically protect GEE.

SAMPLES

GEE will retain all soil and rock samples for thirty (30) days. Further storage or transfer of samples can be made at owner expense upon written request.

INVOICES

GEE will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The CLIENT agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law, on past due accounts, whichever is less.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEE, as instruments of service, shall remain the property of GEE. It is specifically understood and agreed that all reports, boring logs, field data, field notes and laboratory test data, calculations, estimates, and other documents were prepared at a specific time and under a specific set of criteria for use by the CLIENT named herein. Accordingly, such reports and other information noted shall not be transferred by the CLIENT to any third party nor shall any representation be made by the CLIENT to such a third party regarding their ability to rely upon any of the reports or other information noted without the express written consent of GEE.

The CLIENT agrees that all reports and other work furnished to the CLIENT or his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

GEE will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the CLIENT at all reasonable times.

DISPUTES

In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

STANDARD OF CARE

Service performed by the GEE under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty, express or implied, is made.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by GEE and that the data, interpretations and recommendations of GEE are based solely on the information available to him. GEE's responsibility

shall be to develop data, interpretations and recommendations in a reasonably prudent manner exercising the care and skill noted in the preceding paragraph. GEE shall not be responsible for the interpretation or use by others of the information developed.

INSURANCE

GEE agrees to indemnify and save the CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by GEE, his agents, staff, and consultants employed by him. GEE shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of GEE's insurance. GEE shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, his agents, staff, and other consultants employed by him.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the CLIENT and GEE, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of GEE, and its individual owners, officers, employees and consultants, hereafter referred to as "GEE" to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fee and costs and expert-witness fees and costs, so that the total aggregate liability of GEE to the CLIENT shall not exceed \$25,000, or GEE's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the CLIENT does not agree to limit GEE's liability to this sum, and if client requests a modification in the limitation of liability sum in writing prior to the acceptance of this Agreement, GEE agrees to negotiate a greater amount of liability in exchange for an increase in scope and fee appropriate to the project and liability risks involved.

TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GEE shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, GEE may complete such analyses and records as are necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GEE in completing such analyses, records, and reports.

ASSIGNS

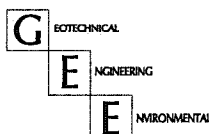
Neither the CLIENT nor GEE may delegate, assign, sublet or transfer his duties, data generated by this investigation, or interest in this Agreement without the written consent of the other party.

Signature of CLIENT responsible for payment of work performed by GEE CONSULTANTS, INC. (GEE)

Client: _____

Signature: _____

Date: _____



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

GEE Consultants, Inc.

<http://geeconsultants.com>

Geotechnical Investigations Schedule of Fees

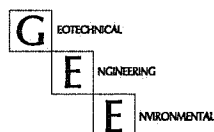
SCHEDULE OF FEES GEOTECHNICAL INVESTIGATIONS AND CONTRACT DRILLING SERVICES (Effective January 15, 2022)

I. DRILLING SERVICES

- | | | |
|------|---|---------------|
| 1.1 | Intermittent soil sampling with standard truck mounted drilling equipment at maximum of five foot intervals | |
| | a. 0 - 25 feet, per foot | 21.50 |
| | b. 26 - 50 feet, per foot | 23.00 |
| | c. 51 - 80 feet, per foot | 27.00 |
| | d. 81 - over | By Request |
| 1.2 | Drilling without sampling using standard truck mounted drilling equipment, per foot | 18.50 |
| 1.3 | Intermittent soil sampling with All-Terrain Vehicle (ATV) drilling rig, per foot | 33.00 |
| 1.4 | Continuous soil sampling using standard truck mounted drilling equipment, per foot | 35.00 |
| 1.5 | Mobilization of standard truck mounted drilling rig | |
| | a. To and from project, per mile | 6.25 |
| | b. Minimum charge | 485.00 |
| 1.5 | Mobilization of All-Terrain Vehicle (ATV) rig | |
| | a. To and from project, per mile | 7.50 |
| | b. Minimum charge | 725.00 |
| 1.6 | Transportation to and from jobsite, (other than drilling rig) | |
| | a. Per mile | 1.35 |
| | b. Per technician man-hour | 63.00 |
| 1.7 | Equipped and manned drilling rig, per rig-hour | 530.00 |
| 1.8 | Monitoring Well Materials | By Request |
| 1.9 | Casing of boring, through overburden for soil sampling and coring, per hour | 530.00 |
| 1.10 | Miscellaneous expendable supplies, shipping costs, rental equipment, surveying, etc. | Cost plus 15% |

II. LABORATORY TESTING

- | | | |
|-----|---|-------|
| 2.1 | Moisture Content, each | 14.00 |
| 2.2 | Unit Dry Weight, each | 32.00 |
| 2.3 | Unconfined Compressive Strength, per specimen | 47.00 |



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

GEE Consultants, Inc.

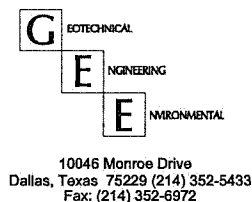
<http://geeconsultants.com>

Geotechnical Investigations Schedule of Fees

2.4	Atterberg Limits, each	75.00
2.5	Percent Passing No. 200 U.S. sieve, each	48.00
2.6	Free Swell	240.00
2.7	Pressure Swell	250.00
2.8	Permeability, falling or constant head, each	265.00
2.9	Flexible Wall Membrane Permeability (D 5084-90)	
a.	Shelby Tube sample, each	440.00
b.	Remolded sample, each	530.00
2.10	Soil Specific Gravity, each	90.00
2.11	Direct Shear, consolidated-drained, per point	300.00
2.12	Consolidation, each	500.00
	Consolidation with hysteresis, each	600.00
2.13	Triaxial Shear (three-inch diameter sample)	
a.	Unconsolidated-undrained, per specimen	370.00
b.	Unconsolidated-undrained, multiple stage	495.00
c.	Consolidated-undrained, per specimen	445.00
d.	Consolidated-undrained, multiple stage	630.00
2.14	Stress-strain curves for above tests, per specimen	245.00
2.15	Hydrometer analysis, including sieve analysis, each	360.00
2.16	California Bearing Ratio Tests (Laboratory), per specimen	530.00
2.17	California Bearing Ratio Tests (Field)	By Request
2.18	Texas Highway Department Triaxial Test, per specimen	By Request
2.19	Soil Suction Determinations, each	23.00

III. PROFESSIONAL/TECHNICAL SERVICES

3.1	Typist, per hour	63.00
3.2	Engineering Technician, per hour	63.00
3.3	Staff Engineer, per hour	150.00
3.4	Draftsman, per hour	140.00
3.5	Project Geotechnical Engineer, per hour	160.00
3.6	Engineering Manager, per hour	200.00



GEE Consultants, Inc.
<http://geeconsultants.com>
Geotechnical Investigations Schedule of Fees

- 3.7 Principal Engineer, per hour 235.00
3.8 Expert Witness, Depositions, Testimony by Principal Engineer, per hour 290.00

IV. GENERAL NOTES

- 4.1 Minimum charge for report 63.00
Reproduction, per page 0.55
4.2 Hourly rates quoted at regular rate only (Mondays to Fridays, 7:30 am - 5:00 pm)
4.3 Field Observation hourly rate will be charged on portal to portal basis
4.4 Subsistence, per man-day 210.00
4.5 All direct expenses required/approved Cost plus 15%
4.6 Terms of payment Due Upon Receipt
Finance charge past 30 days 1 1/2% per month, annual rate 18%

EXHIBIT “B”
PROJECT SCHEDULE

Exhibit B
Lynchburg Creek Flood Mitigation Project - Preliminary Schedule
February 2022

Task/Milestone	Start Date	End Date	Months	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
1. Notice to Proceed, Project Kickoff	Feb 2022	Mar 2022	0																																
2. Environmental Services (Design Phase) ⁽¹⁾	Mar 2022	Jun 2022	4																																
3. Drainage Study Update	Mar 2022	Apr 2022	2																																
4. Negotiate/Purchase Easements	Apr 2022	Jul 2022	3																																
5. Topographic, Tree, and Boundary Surveys	Jun 2022	Jul 2022	2																																
6. Prepare Easement Documents	Jul 2022	Aug 2022	1																																
7. Geotechnical Investigation & Report	Jul 2022	Sep 2022	2																																
8. Prepare Construction Plans, Specifications	Apr 2022	Sep 2022	5																																
9. Prepare Bid Documents, Solicit Bids, Select Contractor	Sep 2022	Oct 2022	1																																
10. Environmental Services (Pre-Construction) ⁽²⁾	Oct 2022	Nov 2022	1																																
11. Construction	Nov 2022	Jul 2023	9																																
12. As-Built Survey	Aug 2023	Aug 2023	1																																
13. Final Inspection and As-Builts	Sep 2023	Sep 2023	1																																
14. Letter of Map Revision ⁽³⁾	Sep 2024	Aug 2024	12																																
15. TWDB Contract Close-out	Sep 2024	Sep 2024	1																																

Notes:

1. Waters of the US delineation, Section 404 permitting, hazardous materials reconnaissance survey and records search, FEMA protected species report.
2. Freshwater mussel survey and Aquatic Resource Relocation Plan (if required), migratory Bird nest survey.
3. Including the Letter of Map Revision in the Flood Mitigation Assistance Project Grant will require an amendment to the period of performance for the Contract between the City and the Texas Water Development Board. The amendment will be subject to approval by the Texas Water Development Board/FEMA.

**EXHIBIT “C”
FEE SCHEDULE**

Mr. George S. Marshall, PE, CFM

February 7, 2022

Page 9

Exhibit C

Proposed Fees

Fees for basic and special services are as noted. Additional services or hourly services shall be performed based on the attached hourly rate schedule.

Basic Services

Project Management and Stakeholder Coordination	\$39,700 (Hourly Not to Exceed)
Grant Administration Assistance	\$20,100 (Hourly Not to Exceed)
Boundary Survey	\$26,000 (Lump Sum)
Easement Preparation	\$ 9,000 (Lump Sum)
Topographic Survey	\$23,750 (Lump Sum)
Tree Survey	\$19,500 (Lump Sum)
Geotechnical Engineering	\$30,687 (Lump Sum)
Drainage Study Update	\$38,600 (Lump Sum)
Construction Plans	\$60,800 (Lump Sum)
Bid Phase	\$ 6,300 (Hourly Not to Exceed)
Construction Phase Services	\$30,500 (Hourly Not to Exceed)
As-Built Survey	\$ 7,000 (Lump Sum)
Letter of Map Revision	\$26,000 (Lump Sum)
Address LOMR Review Comments	\$12,000 (Hourly Not to Exceed)
FEMA Submittal Fee	\$ 8,800 (Est. Not to Exceed)
Subtotal	\$358,737 (Total Not to Exceed)

Special Services

Land Title Survey	\$ 5,000 (Lump Sum)
Landscape Plan	\$ 5,000 (Hourly Not to Exceed)
Additional Services	\$34,000 (Hourly Not to Exceed)
Reimbursable Expenses	\$ 500 (Est. Not to Exceed)
Subtotal	\$44,500 (Total Not to Exceed)

Contract Total

\$403,237 (Total Not to Exceed)

SCHEDULE OF HOURLY RATES

Effective January 2021 - Subject to Annual Revision in January 2022

ENGINEERING PERSONNEL

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

SPECIALIST

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

PLANNING PERSONNEL

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 60
CAD II	\$ 85
CAD III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

SURVEYING PERSONNEL

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2020

Subject to Annual Revision in January 2021

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Timber Ridge Planned Development (PD) Rezoning Request (Case No. ZAPD21-0004)
Ends:	<input type="checkbox"/> Resident Engagement <input 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 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 On January 24, 2022, the Planning & Zoning Commission unanimously recommended approval of the Timber Ridge PD application to the City Council with the addition of a picnic table and grilling station to be located in the common open space lot at NW Corner of Street "A" and Corinth Parkway. The motion included the applicant addressing staff comments related to extending the sidewalk along the "common open space mews lot" at the western terminus of Street "C", and further discussions regarding best practices for 12' rear yard setback for lots adjacent to alley radii.		

Item/Caption

Conduct a Public Hearing and consider and act on a request by the applicant, Skorburg Company, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-3 Single Family to a Planned Development with a base zoning district of SF-A Single Family Residential Attached (townhouses), on approximately ±8.251 acres located on the west side of Corinth Parkway, north of Lake Sharon Drive, south of Silver Meadow Lane and east of Woodcrest Circle at 2000 Corinth Parkway. (Case No. ZAPD21-0004 – Timber Ridge)

Item Summary/Background/Prior Action

The applicant is requesting approval of a Planned Development (PD) rezoning for the development of ±8.251 acres for construction of 55 attached single-family dwellings (*townhouses*) on individually platted lots. This style of development and townhouse product would be the first of its type in the City.

This product type and design is supported in the City's adopted Comprehensive Plan, Envision Corinth 2040. The future land use scenario for this property is shown as "Mixed Residential" which identifies a variety of housing types including, townhouse developments (*density range of 6-10 units/acre*) with access to open space, connected grid-like streets, open view corridors, and access to creeks and opens space.

For reference, Attachment 1 – Timber Ridge PD Design Statement (and associated exhibits) present the overall project proposal.

The proposal includes a total of 14 buildings ranging in size from 3-attached single-family (townhome) dwellings to a maximum of 5-attached single-family (townhome) dwellings on platted lots. Most dwellings units will front onto a new urbanist style design of neighborhood streets that includes parallel on-street parking with bulb-outs and parkway (*between sidewalk and edge of curb to be planted with shade trees*). However, one, 4-unit building will front onto a “mews” (common open space lot) located at the western end of Street “C”. Exhibit “G” presents a typical view of the proposed new urbanist style street.

The PD Landscape and Screening Concept Plan (Exhibit “D”) shows the overall layout and design of the site and provides a breakdown of buildings as follows:

BUILDING TYPE	NUMBER OF BUILDINGS
3 Units Attached	5
4 Units Attached	5
5 Units Attached	4
TOTAL:	14

The site is currently heavily treed with the Lynchburg Creek located along the southern boundary of the property. The applicant is proposing to preserve 20% of the total Protected Tree Caliper Inches (CI) on the site as presented on Exhibit “D” within two (2) common open space lots that will be owned and maintained by the Homeowners’ Association (HOA). Additionally, a trail and two benches are proposed overlooking the Lynchburg Creek open space along the southern edge of Street “A”. Additionally, at the request of the Planning and Zoning Commission, the Developer agreed to add a picnic table and grilling station as an amenity feature within the small pocket of common open space located along the north side of Street “A” and just west of Corinth Parkway.

Much of the southern portion of the site is currently located within the 100-Year Floodplain of Lynchburg Creek. The limits of the 100-Year Floodplain are identified on the PD Concept Plan (Exhibit “B”). It is important to note that the density, design, and configuration of the PD Concept Plan is predicated on the applicant receiving approval a Conditional Letter of Map Revision (CLOMR) from the Federal Emergency Management Agency (FEMA). It is recognized by staff and the applicant that a future PD amendment may be required should the results of the CLOMR require a reduction in density and a change in the design layout.

Applicant Requested Departures from the Unified Development Code (UDC) Provisions

As stated in the UDC, Section 2.06.03, the purpose of a PD District is to “... encourage quality and better development in the city by allowing flexibility in planning and development of projects . . .and permit new or innovative concepts in land utilization or diversification that could not be achieved through the traditional [base] zoning districts.” As such, the Applicant is requesting the following departures from the established UDC provisions to create a unique project. Note that the stated departures below are further described in Attachment 1 - Timber Ridge PD Design Statement and include a justification for each request.

Summary of Departure Requests:

Topic	SF-A Base District	Proposed Departure
Min Front Yard Setback	25’	7.5
Min Side Yard Setback on Corner Lots	15’	10’ (5’ adjacent to alleys)
Min Rear Yard Setback	20’	20’ /12’ lots adjacent to alley radii ¹

¹ Requires additional discussion with Applicant.

Summary of Departure Requests (Continued):

Topic	Various UDC Standards	Proposed Departure
Min Lot Area	1,250 SF	2,000 SF ²
Max Density	10 Units per acre (net)	7.03 Units (gross) & 8.88 Units (net) ³
Min Floor Area	1,050 SF	1,300 SF ⁴
Max Height/Stories	35'/2 (50' with added setback)	35/2 ⁵
Max Building Area	55%/60% including accessory buildings	80% ⁶
Separation Between Buildings	30'	10' ⁷
Fence & Screening along Collector	6' high Masonry Wall	6' high ornamental metal fence with masonry columns/opaque shrubs
Landscaping – Location of Shade Trees	Front Yard	Along street and common open space
Landscape Edge Buffer	1 Shade Tree/30 Linear Feet	Count 3 Existing Trees/9 New Trees
Street Design	Standard Suburban Style	New Urbanist Style (parking/trees)
Alley	Standard Suburban Style	Adjusted to fit Fire Safety/Engineering ⁸
Tree Preservation	1:1 Replacement/Removal ⁹	20% Preservation of Existing Tree CI ¹⁰
Building Façade Materials		Architectural features/materials
Lots	Front onto a Street	Front onto a “mews lot” ¹¹
Park and Trail Dedication	Full Payment at 1 st Building Permit	Per unit payment with Building Permit ¹²

² Proposing to increase the minimum lot size (provide larger lots than what base district requires)

³ Proposing to reduce the density permitted by the base zoning district (provide a smaller number of units than what base district permits)

⁴ Proposing to increase the minimum floor area of each unit (require larger dwellings than base zoning district)

⁵ Proposing to eliminate the option to increase height up to 50' as permitted by base zoning district.

⁶ Proposing to increase the maximum building area to create more urban style development.

⁷ Proposing to reduce the distance with provision of “common open space lot” between buildings.

⁸ Adjusted to meet fire and engineering requirements while generally keeping with New Urbanist Style of design.

⁹UDC requires 1:1 replacement for CI of Protected Trees removed and a 50% reduction of mitigation requirements if site heavily treed. No requirement to preserve any trees on site.

¹⁰ Following draft Tree Preservation provisions as currently being written by Staff. Requires (1) higher sliding scale mitigation rates (depending on size of trees removed), (2) 15%-20% of the Protected Tree CI to be preserved on site within common open space lots in order to receive sliding scale credits based on size of tree preserved. A Standard Deduction credit of 50% offered after sliding credits are applied. However, in an offer of good faith to show intent to preserve 20% of Protected Tree CI on site, the Developer has offered to eliminate the Standard Deduction option off remaining mitigation, should the Protected Tree CI fall below the 20% CI threshold, in no instance would the percentage of CI to be preserved go below 15%.

¹¹ Permit four lots to front onto a mews (common open space lot) at western terminus of Street C.

¹² Proposing a timing change that would permit fees to be collected with permit for each building rather than upfront, though 36-month cap and remaining fees would need to be paid by Developer.

Staff worked with the Applicant over the past several months through various iterations and supports the departure requests as shown. The proposed departures will be further described in detail in the PD Ordinance that will be adopted by City Council.

Update –Supplemental Addendum - Alternative Design Request (Dated February 4, 2022)

Subsequent to the January 24, 2022 Planning and Zoning Commission Public Hearing, the developer contacted the City requesting consideration of an alternative design that would expand the “mews lot” common open space area along the west side of Street B to protect a grove of Protected Trees that had been previously slated to be removed and the land area utilized for residential lots. The request is based on an engineering analysis showing grading design challenges within the stream valley area proposed for floodplain mitigation. As such, a grove of trees that had been identified to be preserved in that area may now need to be removed.

In anticipation of that design change, the developer is proposing an alternative design that will preserve a pocket of larger trees within and area of the site at will be usable and visible within the neighborhood and provide a second gathering space for the community.

Attachment 3 – Supplemental Addendum – Alternative Design contains a summary of the Applicant’s request (including a request for consideration of additional credits toward tree preservation (not presented in the PD Design Statement found in Attachment 1)). Supplemental Exhibits are provided showing the revised open space/tree preservation areas.

Staff is in support of the alternative design and additional Tree Preservation credit request as these credits will help to encourage and off-set costs associated with the preservation of trees in otherwise “buildable areas” of the site. Additionally, the alternative design creates a more meaningful open space area for the enjoyment of future residents. However, it is important to note that, should the alternative design not move forward as described in the Supplement Addendum, no additional Tree Preservation credits would be offered should the original PD Concept Plan as recommended by Planning and Zoning Commission move forward to final design.

Neighborhood Meeting

The applicant conducted two (2) Zoom neighborhood meetings to seek input and address concerns from surrounding property owners.

The first meeting was held on September 20, 2021, prior to formal submittal of the PD Rezoning application. According to the applicant, Skorburg Company, five (5) neighbors attended and provided feedback as follows: (1) an increase in the height of the perimeter board-on-board fence from 6’ to 8’, (2) metal fence post facing the Timber Ridge development or offered to reverse placement at the request of the property owner, (3) construct the perimeter fence during the early stages of the construction (right after grading/during retention wall construction). The developer agreed to these requests.

As second meeting was held on January 18, 2022, to present the draft final plan. According to the applicant, six (6) neighbors attended and offered feedback regarding the plan and items related to the existing conditions of the site. Feedback included: (1) clean up the open space/creek area, (2) keep the southwest corner of the property open with no fencing as shown on the Landscape Plan, (3) locate the “flush” side of the nails facing the neighbor’s property when constructing the fence, (4) walk the property with the neighbors before constructing the perimeter fence, and (5) ensure silt/construction fencing will be installed prior to start of construction. The developer agreed to these requests.

Staff will include the agreements in the Timber Ridge PD Ordinance provisions to ensure future compliance.

Compliance with the Comprehensive Plan

The rezoning request for the subject property, as presented, is in accordance with the “Land Use and Development Strategy” designations, Mixed-Residential, set forth in the "Envision Corinth 2040" Comprehensive Plan.

Public Notice

Notice of the public hearing was published in the January 8, 2022, edition of the Denton Record-Chronicle. Written public notices were mailed to the property owners of all twenty-six (26) properties located within 200 feet of the subject property proposed for the zoning change on January 7, 2022. The Public Hearing notice was posted on the City Website.

Letters of Support/Protest

As of the date of this report, the City has received one (1) letter of support and one (1) letter of opposition from property owners located within 200 feet of the subject property.

Planning and Zoning Commission Recommendation

At their January 24, 2022 meeting, the Planning & Zoning Commission unanimously recommended approval of the Timber Ridge PD Application to the City Council with the following stipulations:

- Addition of a picnic table and grilling station to be located in the common open space lot at NW Corner of Street “A” and Corinth Parkway
- Applicant to address staff comments related to extending the sidewalk along the “common open space mews lot” as western terminus of Street “C”, and
- Further discussions regarding best practices for 12’ rear yard setback for lots adjacent to alley radii.

Additional Support

Four (4) neighbors attended the Planning and Zoning Commission Public Hearing and offered comments of support for the project.

Staff Recommendation/Motion

Staff recommends approval as presented also considering the alternative design as an option with the provision that staff prepare the Timber Ridge Planned Development Ordinance for formal adoption at the March 3, 2022, City Council meeting.

Financial Impact – N/A

Applicable Owner/Stakeholder Policy – N/A

Supporting Documentation

ATTACHMENT 1 – TIMBER RIDGE PD DESIGN STATEMENT WITH EXHIBITS

- Exhibit “A” – Legal Description
- Exhibit “B” – PD Concept Plan
- Exhibit “C” – Existing Site Conditions

- Exhibit “D” – Conceptual Landscape and Screening Plan
- Exhibit “E” – Representative Product (Elevations of Building Styles)
- Exhibit “F” – Existing Tree Coverage
- Exhibit “G” – New Urbanist Street Right-of-Way

ATTACHMENT 2 – LETTERS RECEIVED FROM PROPERTY OWNERS WITHIN 200 FT OF THE SUBJECT PROPERTY

ATTACHMENT 3 - SUPPLEMENTAL ADDENDUM - ALTERNATIVE DESIGN REQUEST (DATED FEBRUARY 4, 2022)

**TIMBER RIDGE PLANNED DEVELOPMENT
ZONING MAP (REZONING) AMENDMENT
PD DESIGN STATEMENT**

SECTION 1 – OVERVIEW

A. PROJECT NAME/TITLE –

Timber Ridge

B. LIST OF OWNERS/DEVELOPERS –

Owner -

The current property owner of the proposed Timber Ridge Planned Development site:

- John Bennett

The individual property ownership is shown in the exhibit below.



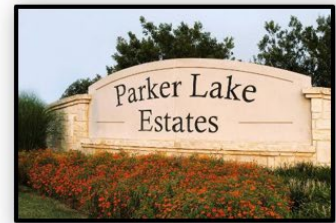
Developer –

- Skorburg Company

With over 35 years of experience in development, the Skorburg Company has fostered a reputation for building a variety of high-quality, long-lasting communities. In total, the Skorburg Company has developed 120+ properties in 30 different municipalities around the Dallas-Fort Worth Metroplex.

Skorburg Company background

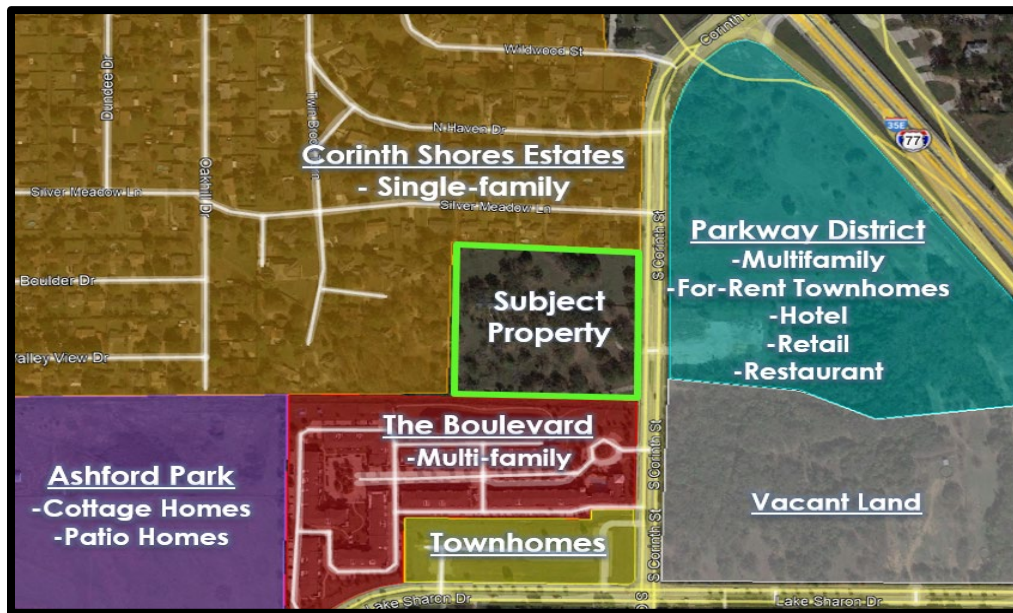
- DFW based, privately owned development firm with 35 years of experience
- Over 120 development projects in more than 30 different cities around DFW metroplex
- Over 25 current projects in active development or build out
- Reputation for building high-quality, long-lasting communities
- Projects range from small, infill locations to 800-acre multi-phase master planned communities



C. PROJECT ACREAGE AND LOCATION –

The proposed Timber Ridge Planned Development is located west of Corinth Parkway. The property consists of approximately 8.251 acres with the majority of the property located in the floodplain. The site is currently zoned SF-3 and there is an existing house on the property. Corinth Shore Estates, an existing single-family community, zoned SF-3, borders the site along the northern and western property boundary. The Boulevard, an existing multi-family development, is

adjacent to the property along the southern property boundary. The Parkway District, a future mixed-use development consisting of multi-family, for-rent townhomes, hotel, retail, and restaurants, is located on the eastern boundary across Corinth Parkway.



D. PROJECT OVERVIEW / DESCRIPTION –

The Timber Ridge Planned Development will be a high-quality, long-lasting community consistent with the Envision Corinth 2040 Comprehensive Plan. The future land use designation is Mixed Residential. Mixed Residential allows for a range of single-family dwellings, including large lot, patio homes, townhomes and multi-family transition as well as neighborhood commercial. Overall residential density for Mixed Residential ranges from six (6) to ten (10) units per acre.

SF-A, Single-Family Residential (Attached) Zoning District, is the base zoning district for the Timber Ridge Planned Development. This district is intended to provide for the development of single-family attached dwelling units on lots no less than one thousand two hundred fifty (1,250) square feet and a maximum of ten (10) dwelling units per net acre. The minimum lot size proposed for the Timber Ridge Planned Development is two thousand (2,000) square feet.

The Timber Ridge Planned Development will consist of new residential townhomes with a maximum gross density of 7.03 dwelling units per acre as presented in Exhibit B – PD Concept

Plan. This development will provide a great opportunity to organically transition between the existing single-family, existing multi-family and future mixed-used developments.

The Timber Ridge Planned Development will provide high-quality, attached residential townhomes that are very desirable for growing suburban areas and offer a differentiated product type not currently available in the City of Corinth. This type of housing product accommodates consumers who desire less maintenance, while providing more privacy and sense of place than a multi-family community. The Timber Ridge Planned Development will be an excellent neighborhood for young professionals, empty nesters as well as new and established families looking to transition from apartment living in a great location with easy access to the Dallas-Fort Worth Metroplex.

SECTION 2 – PROJECT DESIGN

A. Based Zoning District –

The Timber Ridge Planned Development shall be subject to all regulations of the Corinth Unified Development Code (“UDC”), as existing or may be amended, for the SF-A Single Family Residential (Attached) Zoning District, except as modified herein.

B. DEVELOPMENT REGULATIONS –

1. Permitted Use and Use Regulations –

All Permitted Uses for the SF-A Single Family Residential (Attached) District, described in subsection 2.07 of the UDC, shall apply.

The residential townhome lot layout shall be in general conformance with the PD Concept Plan shown in Exhibit “B” attached hereto.

2. Dimensional Regulations –

The Dimensional Regulations for the SF-A Single Family Residential (Attached) District, described in subsection 2.08 of the UDC, shall apply, except as modified below:

1. Table A – Dimensional Requirements

SF-A Base District:		Timber Ridge Dimensional Standards/Modifications:
Minimum Front Yard Setback	25' dwelling units/50' other buildings	7.5'
Minimum Side Yard Setback:		0'
Interior Lot	0'	
Corner Lot	15'	10' 5' adjacent to alleys
Minimum Rear Yard Setback	20'	20' 12' for lots adjacent to alley radii
Garage Setback	3' front entry prohibited	20' front entry prohibited
Minimum Lot Area	1,250 sq. ft.	2,000 sq. ft.
Maximum Density	10 DU/A	7.03 DU/A (Gross Density) 8.88 DU/A (Net Density)
Minimum Lot Width:	22'	22'
Minimum Lot Depth	90'	90'
Minimum Floor Area	1,050 sq. ft.	1,300 sq. ft.
Maximum Height (feet/stories)	35'2 (50' with Additional Setback)	35'2
Maximum Building Area (all buildings)	55%/60% including accessory	80%
Other:		

2. The minimum separation between noncontiguous, adjacent structures shall be ten (10) ft (five (5') side yard on each end unit).

Justification:

These departures from the base district in subsection 2.08 are necessary to provide lots for townhome product commonly found throughout the Dallas-Fort Worth Metroplex. These departures will also allow the property to be developed in accordance with the overall density outlined in the Envision Corinth 2040 Comprehensive Plan.

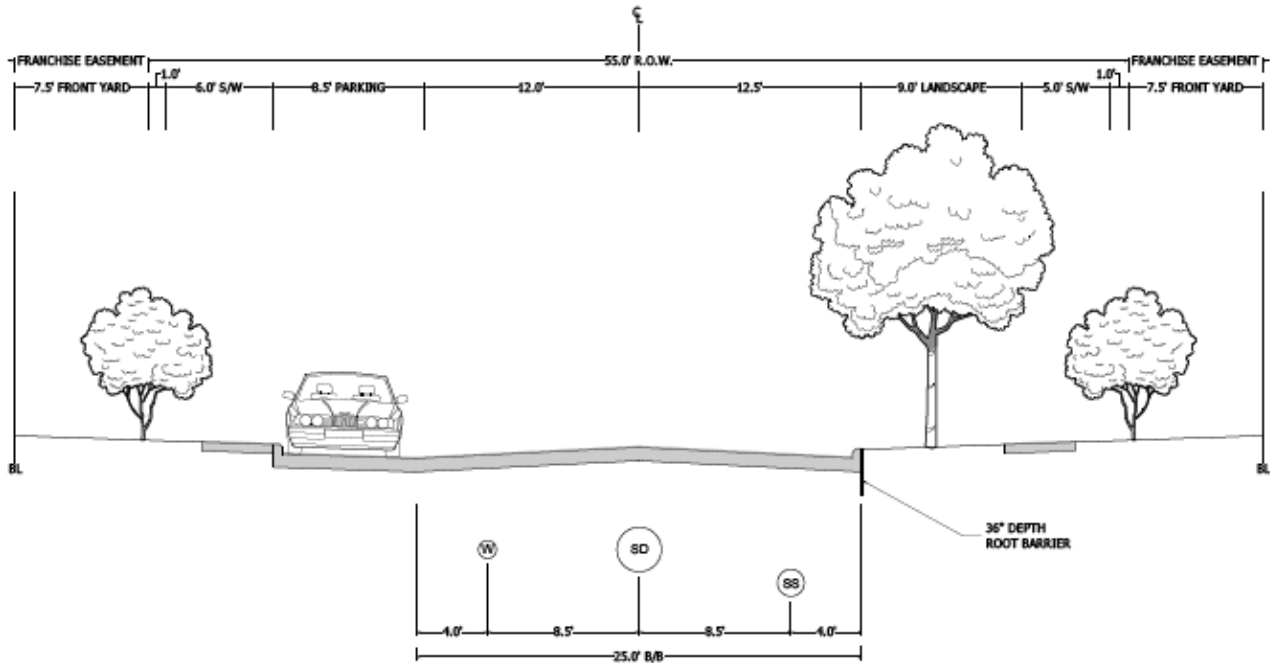
3. Accessory Building and Uses –

The Accessory Building and Uses Regulations described in subsection 2.07.07 of the UDC shall apply.

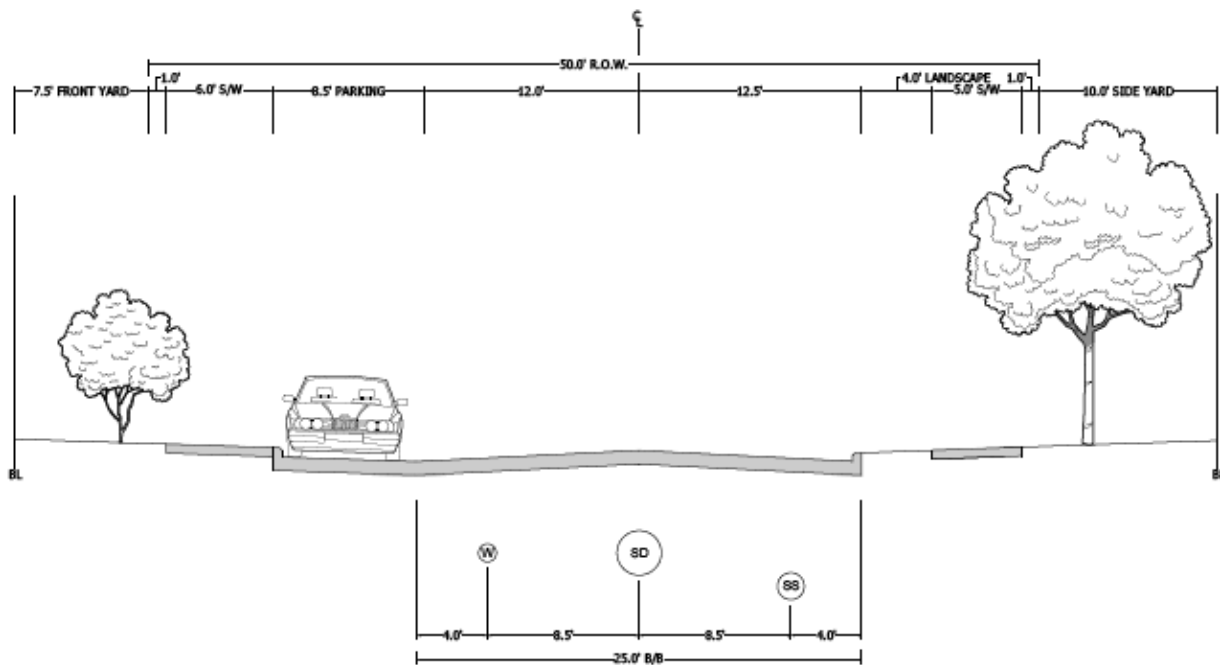
4. Landscaping Regulations –

The Landscaping Regulations described in subsection 2.09.01 of the UDC shall apply, except as modified below:

1. Subsection 2.09.01.B.1. shall not apply.
2. Subsection 2.09.01.B.2.a. shall be modified to require the developer to plant nine (9) shade trees (3” caliper minimum), in addition to the (3) existing trees to be kept within the required twenty (20’) foot landscape buffer along Corinth Parkway to meet the perimeter landscaping requirements, as shown in Exhibit “D”.
3. Subsection 2.09.01.B.2.b. shall be modified to require the builder to plant trees at a rate of five (5) caliper inches per residential lot equating to one (1) shade tree (3” caliper minimum) and one (1) ornamental tree (2” caliper minimum). A minimum of one (1) ornamental tree shall be planted in the front yard of all residential lots along with the required twelve (12) shrubs. However, due to the reduced front yard setback, an alternative planting location for the required shade trees shall be permitted within the bulb-out section of the street as well as between the sidewalk and curb (parkway area) and in deeded common open space lots (X-Lots), as shown on Exhibit “D”, which shall be cared for by the Homeowners’ Association in perpetuity. The Builder will coordinate with the City Chief Building Official prior to issuance of Certificate of Occupancy to confirm the location of the Shade Tree plantings (shown on Exhibit “D”), as the required number of Shade Trees may not necessarily be located within an area immediately adjacent to the respective unit/building ready for occupancy. The Chief Building Official shall maintain a tally of Street Trees planted to ensure compliance. City approved root barrier systems will be utilized when trees are within 5’ of pavement. The typical cross section showing streetscape planting is as follows:



55' R.O.W. EXHIBIT - STREET 'A' & STREET 'C'



50' R.O.W. EXHIBIT - STREET 'B'

4. The developer shall construct a five-foot (5') trail through the floodplain with 2 park benches, as shown in Exhibit "D".

Justification:

Subsection 2.09.01.B.1. and 2.09.01.B.2. of the UDC both state landscape requirements for single-family attached developments. The Timber Ridge Planned Development shall apply with subsection 2.09.01.B.2. – landscaping requirements for attached and detached single-family lots, except as modified herein.

These departures in subsection 2.09.01 are necessary to allow for trees to be spaced so at mature growth their canopies do not interfere with one another or with the townhome units. Additionally, these departures provide a unique look and feel, consistent with an urban townhome community.

5. Tree Preservation –

The Tree Preservation Regulations described in Subsection 2.09.02 of the UDC shall apply, except as modified below (subject to change upon completion of Tree Mitigation Plan and Tree Survey):

1. The City agrees to the proposed removal of trees, in accordance with the approval of a Tree Survey, Tree Protection Plan or Tree Mitigation Plan.
2. A Protected Tree shall mean any species of tree, except those identified in Table 16 of subsection 2.09.02 of the UDC, having a trunk caliper of six inches (6'') or more measured approximately four feet six inches (4'6'') (breast height) above existing natural grade and currently in a healthy condition.
3. The Developer shall be allowed to provide mitigation by using any combination of replacement trees or fee in lieu of. The use of replacement trees will be considered as the first choice for mitigation, where practical, as determined at time of Alternative Compliance Approval.
 - a. A replacement tree shall mean any tree planted within, open space or landscape edge, in addition to the trees required in subsection 2.09.01 of the UDC, that are of a species of Canopy (shade) tree from table 15 of subsection 2.09.01. Canopy (shade) trees shall not be smaller than three (3) caliper inches at the time of planting.
 - b. The fee in lieu of replacement trees shall be one hundred fifty dollars (\$150) per caliper inch.
4. The following replacement rate multiplier for Protected Trees (sliding scale size categories) shall apply:

Size of Protected Tree	CI Replacement Rate Per CI Removed
6'' – 20''	1:1
20.1'' – 36''	1.5:1
36.1'' – 48''	2:1
48.1'' +	4:1

5. The following credits shall apply for tree preservation efforts:

- a. Saved Tree Base Credit (Sliding Scale):** When 15% - 20% or more total healthy (1) Protected Tree CI on site the following Sliding Scale Credit shall apply:

Size of Protected Tree	Credit Offered to Off-Set CI Replacement Required
6'' – 12''	2:1
12.1'' – 20''	3:1
20.1'' – 36''	3.5:1
36.1'' – 48''	4:1
48.1'' +	5:1

(1) Healthy is rated in “good or excellent condition” by a Certified Arborist or Registered Landscape Architect.

- b. Standard Deduction Credit:** If at least 20% of existing Protected Tree CI on site have been saved on site, a 50% reduction of any remaining mitigation requirements may be offered after Saved Tree Base Credits are applied. If 20% of the existing Protected Tree CI saved on site is not met, then no Standard Deduction Credit will be given. There shall not be less than 15% of existing Protected Tree CI saved on site.
6. The Protected Trees as generally depicted on Exhibit “D” within the common open space Lots 1x, 46x and 59x contain a minimum of 20% of the existing Protected Tree CI on site. Existing Protected Trees shall remain in perpetuity and cared for by the Homeowners’ Association as will be further defined in the Covenants, Conditions and Restrictions at the time of Final Plat.

Justification:

These departures from subsection 2.09.02 of the UDC are necessary to achieve an overall density consistent with the Envision Corinth 2040 Comprehensive Plan, while offsetting the significant economic impact that would make this project nonviable.

6. Vehicular Parking Regulations –

The Vehicular Parking Regulations described in Subsection 2.09.03 of the UDC shall apply.

7. Garages –

The Garage Regulations described in Subsection 2.04.05.c.6 of the UDC shall apply.

8. Building Façade Material Standards –

The Building Façade Material Standards described in Subsection 2.09.04 of the UDC shall apply, except as modified below:

1. Exterior wall materials – 75% of each façade (excluding doors and windows) shall consist of masonry construction materials and/or fiber-reinforced cementitious board.

2. Each building shall include at least four of the following architectural elements

- a. Awnings/canopies;
- b. Balconies (a minimum of 25 square feet in size);
- c. Dormers;
- d. Offsets within each building (a minimum 5 feet to receive credit);
- e. Patio (a minimum of 25 square feet in size);
- f. Porches (a minimum of 25 feet in size);
- g. Stoops (a minimum of 2 feet tall by 4 feet wide);
- h. Varied roof height in building (a minimum 10-foot difference);
- i. Sconce lighting;
- j. Decorative banding or molding

9. Residential Adjacency Standards –

The Residential Adjacency Standards described in Subsection 2.09.05 of the UDC shall apply.

10. Nonresidential Architectural Standards –

The Nonresidential Architectural Standards described in Subsection 2.09.06 of the UDC shall apply.

11. Lighting and Glare Regulations –

The Lighting and Glare Regulations described in Subsection 2.09.07 of the UDC shall apply.

12. Alleys –

The Alley Standards described in Subsection 3.05.05 of the UDC shall apply, except as modified below:

1. Alleys serving the single-family residential townhomes shall have a minimum right-of-way width of fifteen feet (15') with a minimum paving width of ten feet (10') with twelve feet (12') where city standards require.

Justification:

Subsection 2.04.05.C.4. states a minimum concrete paved alley width of twenty feet (20'), but subsection 3.05.05.E.2 states a minimum right-of-way width of fifteen feet (15'). This language is included for clarification purposes.

13. Lots –

The Lot Standards described in Subsection 3.05.09 of the UDC shall apply, except as modified below:

1. Mews lots fronting open space, with rear entry access provided by an alley, shall be allowed, for Lots 17-20 as shown in Concept Plan, Exhibit "B" attached hereto.

Justification:

This departure from subsection 3.05.09 of the UDC is necessary to provide a unique design with additional landscaping, while continuing to achieve an overall density consistent with the Envision Corinth 2040 Comprehensive Plan. This departure also allows for additional landscaped open space.

14. Park and Trail Land Dedication –

The Park and Trail Dedication described in subsection 3.05.10 requires that Park and Trail dedication for Residentially Zoned Property to be provided at a rate of 1 acre per/50 DU and/or fees-in-lieu-of or combination shall apply, except as modified below:

1. Payment of money in lieu of dedication of land for park purposes shall be made at time of building permit issuance. If all permits are not issued within 36 months of the first building permit, then the remaining fees will be paid by the Developer at that time.

2. Common open space lots (X-Lots) as shown on Exhibit “B” will remain as common open space/parkland to be owned and maintained by the Homeowners Association and that existing protected trees and any required mitigation trees to be replanted within common open space lots shall be preserved in perpetuity and cared for by the Homeowner’s Association.

Justification:

These departures from subsection 3.05.10 of the UDC are necessary to allow the payment of fees required by the homebuilder to be made at the same time.

15. Street Design Criteria –

The Street Design Criteria described in Subsection 3.05.13 of the UDC shall apply, except as modified below:

1. The street design shown in Exhibit “E” shall be permitted and included on street parallel parking/bulb-outs.
2. Fifty foot (50’) or fifty-five foot (55’) right of way with
 - a. 25’ back-to-back pavement street section, and
 - b. 8 – 8.5’ parking spaces in certain areas

Justification:

This departure from subsection 3.05.13 of the UDC is to permit a new urbanist street design.

16. Screening of Outdoor Waste Storage for Nonresidential, Single-Family Attached, and Multi-Family Residential Properties –

The Screening of Outdoor Waste Storage for Nonresidential, Single-Family Attached, and Multi-Family Residential Properties regulations described in Subsection 4.02.13 of the UDC, shall not apply as the Single-Family Attached units will be individually served.

Justification:

These departures from subsection 4.02.13 of the UDC are necessary because the Single-family Attached units will be individually served.

17. Fence and Screening Regulations –

The Fence and Screening Regulations described in Subsection 4.02 of the UDC shall apply, except as modified below:

1. The Developer shall construct a six foot (6') high ornamental metal screening fence with masonry columns located every fifty feet (50') along Corinth Parkway. Additionally, landscaping shall be planted directly in front the decorative metal screening fence, as shown in Exhibit "D".
2. The Developer shall construct an eight-foot (8') board on board cedar stained fence along the northern and western property boundaries, as shown in Exhibit "D". The Developer intends to place metal posts for the fence at \pm 8' on-center and located on the Timber Ridge side of the northern and western property line perimeters unless a neighbor prefers such posts on its side of the common property line. The fence shall be constructed prior to the first Building Permit.

Justification:

The decorative metal screening fence with landscaping, aligns with the existing screening established along Corinth Parkway. This screening plan will provide a beautiful, natural feel to the community that a closed off masonry screening fence would not.

At the request of the surrounding neighbors at our neighborhood meetings, we have agreed to increase the board on board cedar fence to eight feet (8') along the northern and western property boundaries.

C. OTHER DEVELOPMENT CONSIDERATIONS:

1. Phasing –

The Timber Ridge Community will be developed in one phase and is currently anticipated to start construction Q2-Q3 2022, subject to necessary City approvals.

2. Proposed Utility Infrastructure –

Water and sanitary sewer infrastructure will be constructed to provide a service to all lots within the development. The location of the water and sanitary sewer infrastructure shall be confirmed with engineering. These improvements will be designed and constructed in accordance with the City's published criteria. All water and sanitary sewer improvements are intended to be public and will be dedicated to the City upon completion of construction.

Storm drainage improvements will be designed and constructed in accordance with the City's published criteria. All storm drain sewer improvements are intended to be public and will be dedicated to the City upon completion of construction, except for detention facilities, if any, which will be owned and maintained by the Homeowners Association.

Franchise utilities (e.g. electrical, gas, communications, etc.) will be constructed to provide service to all lots. These utility lines will remain privately owned by the franchise providers, except for streetlights that will be metered (unless schedule D requires unmetered) and dedicated to the City of Corinth.

3. Floodplain/Drainage –

Due to the significant land area that falls within the floodplain, the Developer will be required per Chapter 152 (Floodplain Damage Prevention) of the Code of Ordinances, to obtain a Conditional Letter of Map Amendment identifying no rise (0.00') in the floodplain due to the proposed development and provide valley storage at a 1:1 Cut/Fill Ratio within the floodplain.

SECTION 3 - BACKGROUND INFORMATION

A. EXISTING SITE CONDITIONS –

The site is currently used for residential and agricultural purposes. Below is a brief description of the existing physical characteristics of the site, as shown in Exhibit “B” and Exhibit “C”.

1. Elevations & Slope Analysis

The highest point of the site is generally located in the northwest corner and is approximately a 584 elevation. The lowest point of the site is generally located in the southeast corner and is approximately a 576 elevation. The natural topography of the site has a gradual slope, falling from the northwest corner toward the southeast corner of the property.

2. Soil Characteristics

The soil characteristics of the site are typical of the those found in North Texas, specifically those found in the City of Corinth. USDA is referencing sandy loam or clay loam for the site (brown sugar).

3. Tree Cover

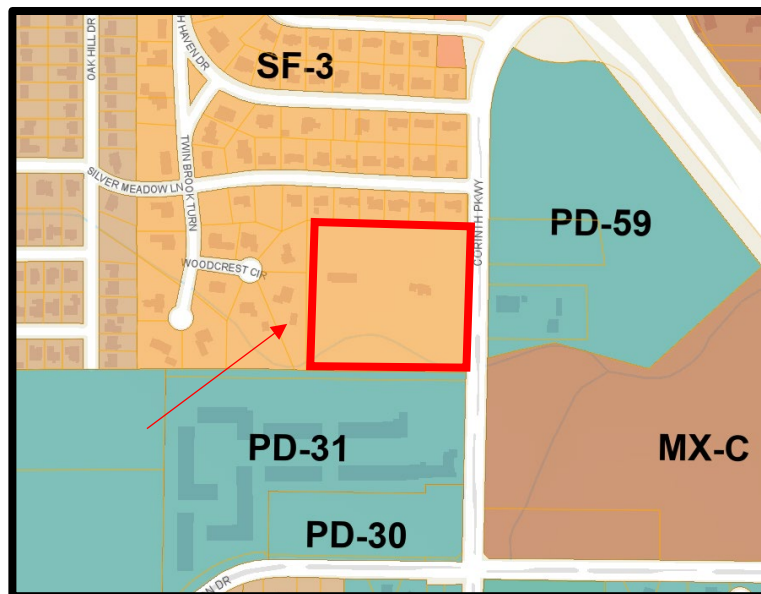
The site is “heavily treed”, with an existing tree coverage of over fifty percent (50%). Oak trees are the prominent species.

4. Floodplain/Drainage

A majority of the property is located within a floodplain. Based on the existing topography, the site naturally drains to the southeast corner, directly into the floodway.

B. CURRENT ZONING –

The site is currently zoned SF-3, single-family residential (detached), which permits a range of uses, by right. This including single-family (detached), modular (industrialized) home, agricultural use, child care home, church or other places of worship – including parsonage/rectory, concrete batching plant – temporary, country club, gas or oil well and production, golf course, home-base business, library, park – playground – community center (public), photovoltaic systems (attached), play field or stadium (public), police or fire station, school (public or private), telephone exchange (no offices or storage facilities), and temporary building for new construction.



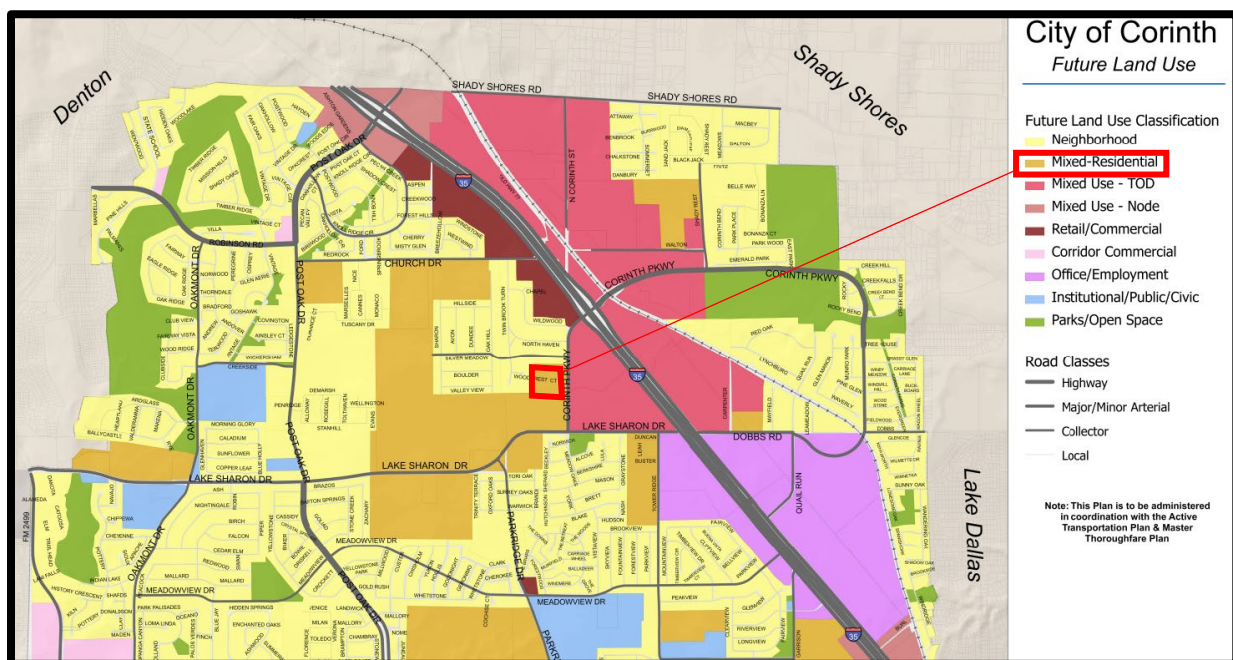
The existing zoning on the subject site permits the following:

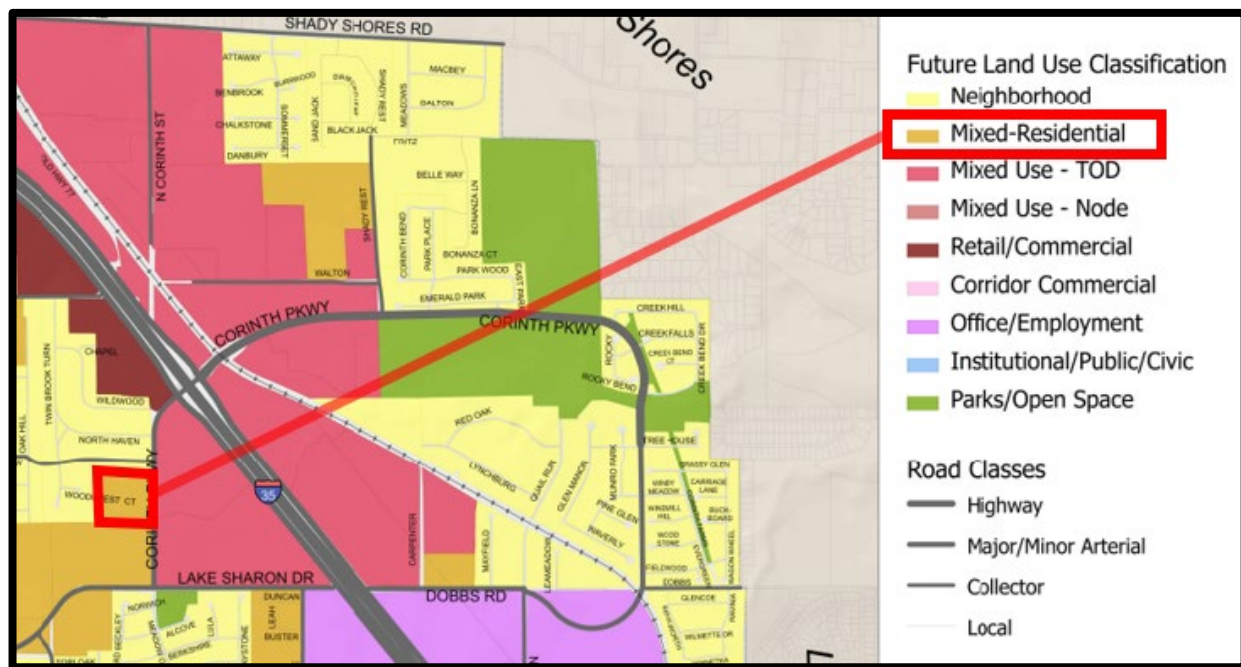
Existing SF-3 Zoning Dimensional Regulations:	
Minimum Front Yard Setback	25'
Minimum Side Yard Setback: Interior Lot	7.5'
Corner Lot	15'
Minimum Rear Yard Setback	20'
Minimum Lot Area	10,000 sq. ft.
Maximum Density	N/A
Minimum Lot Width:	80'
Minimum Lot Depth	100'
Minimum Floor Area	1,700
Maximum Height (feet/stories)	35'2½ (50' with additional setbacks)

Maximum Building Area (all buildings)	30%
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C. FUTURE LAND USE –

The future land use designation is Mixed Residential. This allows for a range of single-family dwellings, including large lot, patio homes, townhomes and multi-family transition. It also allows neighborhood commercial. Overall residential density ranges from six (6) to ten (10) units per acre. The Timber Ridge Planned Development aligns with the Envision Corinth 2040 Comprehensive Plan's future land use designation.





SECTION 4 - SUPPORTING APPLICATION DOCUMENTS

- A. Exhibit A – Legal description
- B. Exhibit B – PD Concept Plan
- C. Exhibit C – Existing Site Conditions
- D. Exhibit D – Conceptual Landscape and Screening Plan
- E. Exhibit E – Representative Product
- F. Exhibit F – Existing Tree Coverage
- G. Exhibit G – R.O.W. Exhibit

EXHIBIT "A"

LEGAL LAND DESCRIPTION

BEING all of that certain tract of land in the J. B. Thetford Survey, Abstract Number 1308, City of Corinth, Denton County, Texas, described in a Special Warranty Deed to John Gordon Bennett (hereinafter referred to as Bennett tract), as recorded in Volume 4730, Page 2345, Deed Records, Denton County, Texas (D.R.D.C.T.), and being all of that certain tract of land described in a Quit Claim Deed to John Gordon Bennett (hereinafter referred to as John Bennett tract), as recorded in Instrument Number 2010-108055, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod found for the Northwest corner of said Bennett tract, same being an inner-ell corner of that certain tract of land described as Corinth Shores Estates, an addition in Denton County, Texas, according to the plat recorded in Cabinet A, Page 47, Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE South 88 degrees 09 minutes 03 seconds East with the common line between said Bennett tract and said Corinth Shores Estates, pass at a distance of 619.27 feet, a one-half inch iron rod found for reference, continue with said course, continue with the common line between said Bennett tract and said Corinth Shores Estates for a total distance of 627.47 feet to the Northeast corner of the remainder of said Bennett tract, same being the existing right-of-way line of South Corinth Parkway (variable width right-of-way), as recorded in Instrument Number 2009-119589, O.P.R.D.C.T.;

THENCE South 00 degrees 27 minutes 06 seconds East with the common line between the remainder of said Bennett tract and the existing right-of-way line of said South Corinth Parkway, a distance of 404.12 feet;

THENCE South 00 degrees 52 minutes 18 seconds West, continue with the common line between the remainder of said Bennett tract and the existing right-of-way line of said South Corinth Parkway, a distance of 171.52 feet to the Southeast corner of the remainder of said Bennett tract;

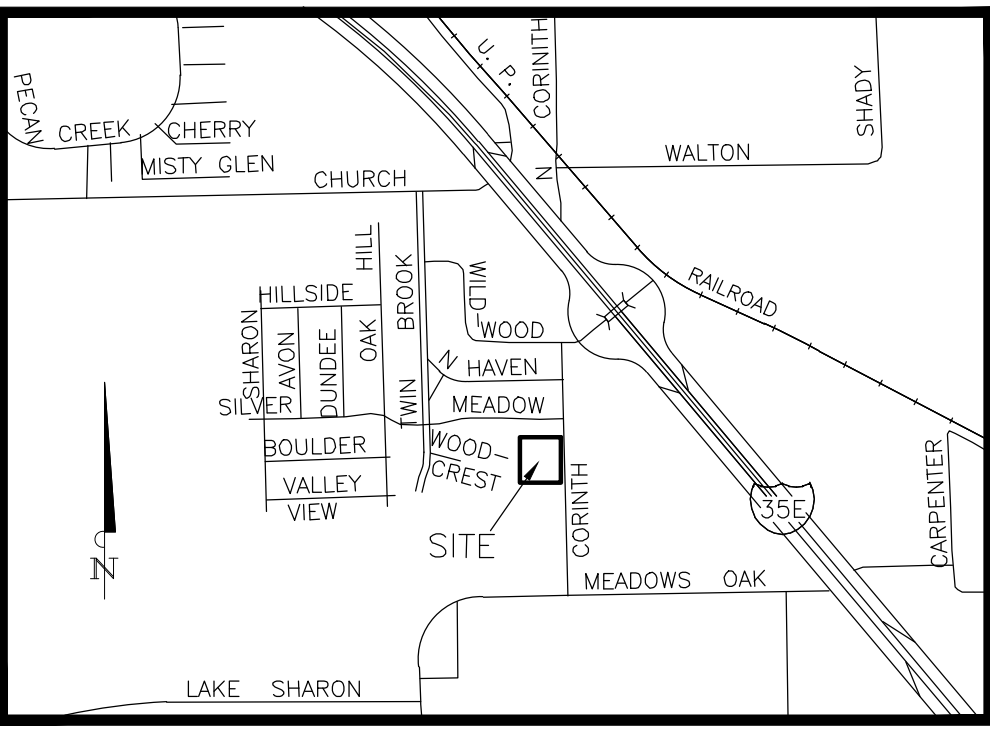
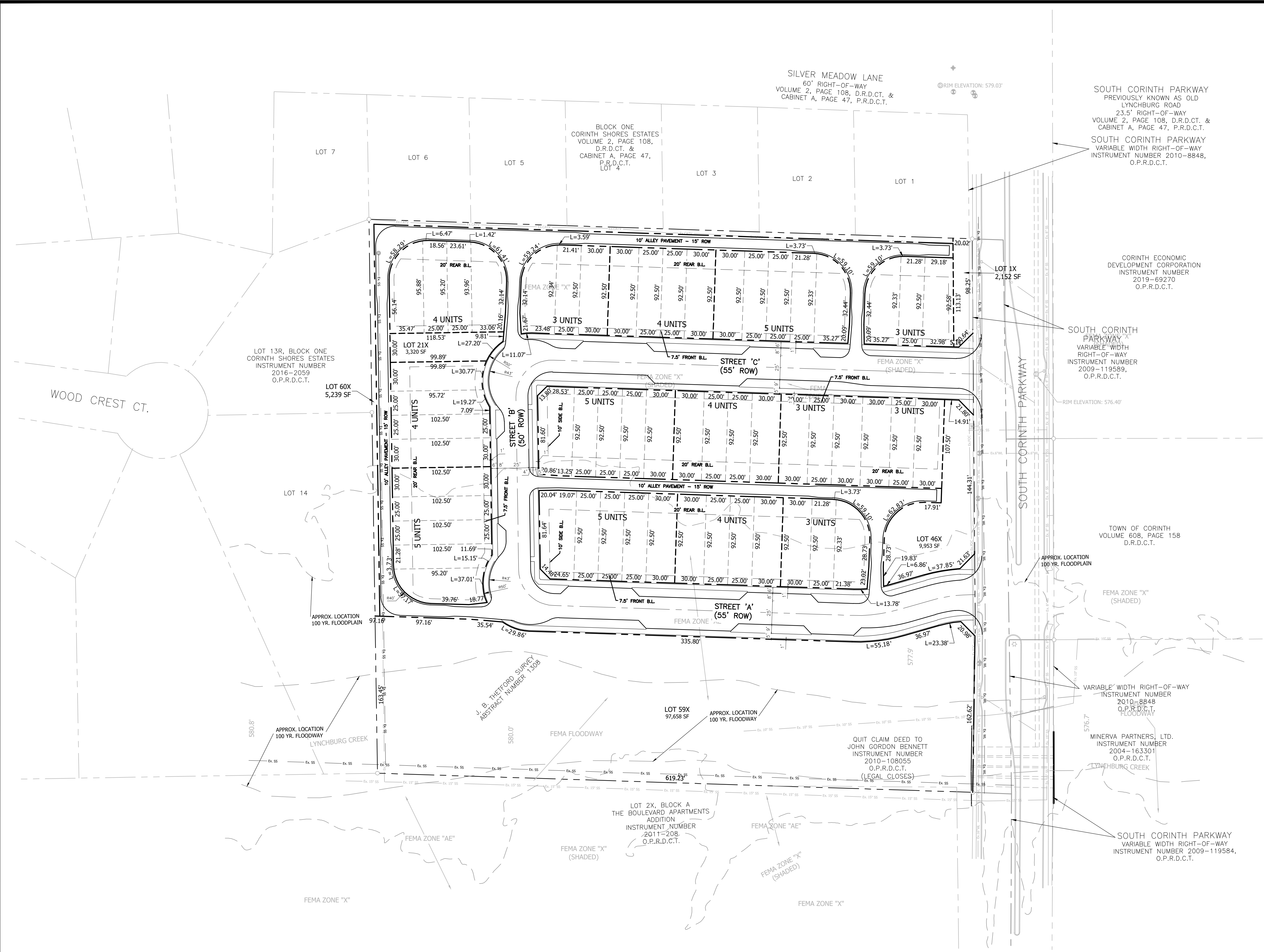
THENCE North 88 degrees 09 minutes 25 seconds West, departing the existing right-of-way line of said South Corinth Parkway, pass at a distance of 16.60 feet, the Southeast corner of said John Bennett tract, same being the Northeast corner of that certain tract of land described as The Boulevard Apartments Addition, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-208, O.P.R.D.C.T., continue with said course, with the common line between said John Bennett tract and said The Boulevard Apartments Addition, pass at distance of 207.97 feet, the West corner of said John Bennett tract, continue with said course, leaving said common line and with the South line of said Bennett tract for a total distance of 619.23 to the Southwest corner of said Bennett tract, same being the Southerly Southeast corner of the aforesaid Corinth Shores Estates;

THENCE North 00 degrees 52 minutes 32 seconds West with the common line between said Bennett tract and said Corinth Shores Estates, a distance of 576.00 feet to the **PLACE OF BEGINNING**, 8.251 acres or (359,425 square feet) of land.

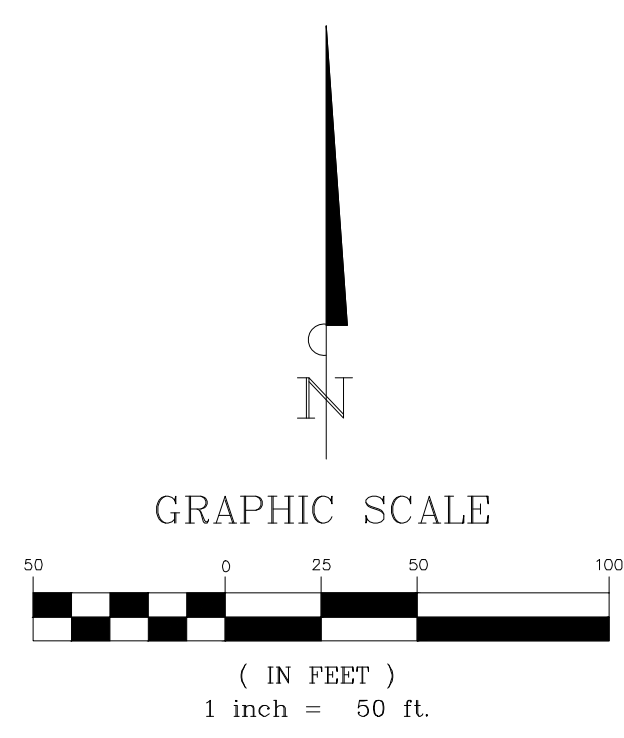
Project No. 090-21-013 | Date: 10/21/2021 | Page 1 of 1 | Drawn by: SA | Checked by: MD2

ZONING LIMITS EXHIBIT
JOHN GORDON BENNETT PROPERTY OUT OF THE
J. B. THETFORD SURVEY, ABSTRACT NO. 1308
CITY OF CORINTH, DENTON COUNTY, TEXAS

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823



VICINITY MAP
NOT TO SCALE
CORINTH, TEXAS



SITE DATA SUMMARY:	
BASE ZONING:	SF-A
PROPOSED ZONING:	PD - DEVELOPMENT PLAN
LAND USE DESIGNATION	TOWN HOME
GROSS ACREAGE:	8.251 AC. (359,425 S.F.)
NET ACREAGE	6.531 AC. (284,509 S.F.)
NUMBER OF PROPOSED RES. LOTS	55
NUMBER OF PROPOSED OPEN SPACE LOTS	5
DWELLING UNITS PER ACRE (GROSS)	6.67 UNITS PER ACRE
DWELLING UNITS PER ACRE (NET)	8.42 UNITS PER ACRE
AREA OF OPEN SPACE	118,313 S.F.
PERCENTAGE OF OPEN SPACE	32.9%
MINIMUM FLOOR AREA	1,300 S.F.
NUMBER OF TWO STORY UNITS	55
MAXIMUM BUILDING HEIGHT	35'
START OF CONSTRUCTION MONTH/YEAR	JULY, 2022
END OF CONSTRUCTION MONTH/YEAR	SEPTEMBER, 2023

EXHIBIT "B" PLANNED DEVELOPMENT CONCEPT PLAN TIMBER RIDGE

Being approximately 8.251 Acres of land situated in the
J. B. Thetford Survey, Abstract No. 1308, City of
Corinth, Denton County, Texas



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ENGINEERING

240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax

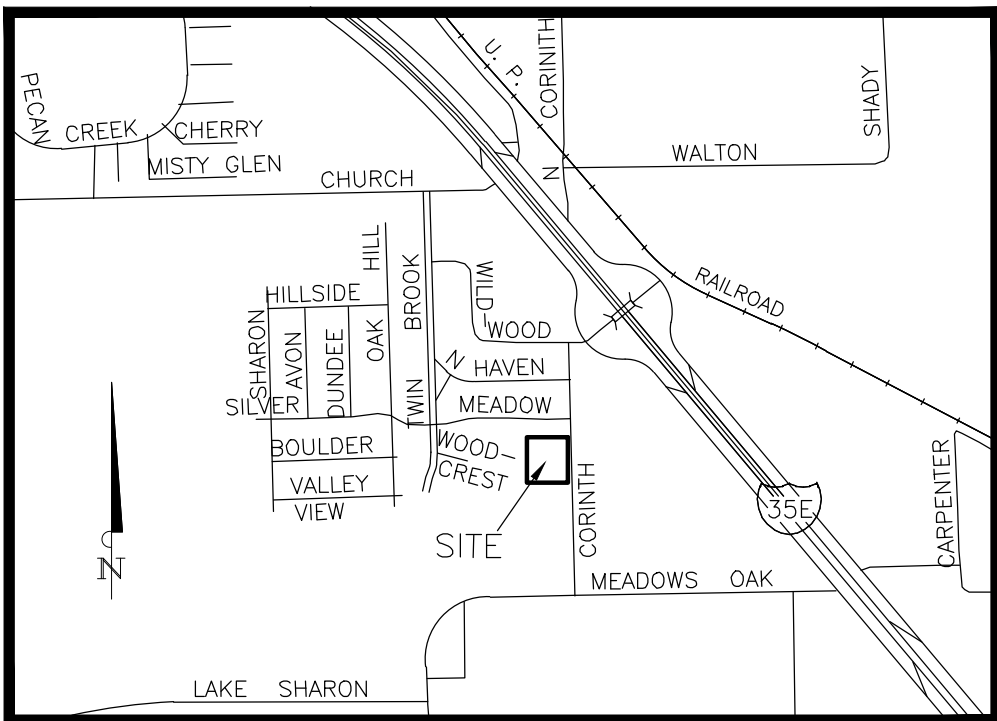
REGISTRATION # F-10599 (TEXAS)

CONTACT: CODY BROOKS, P.E. Date Prepared: 10/20/2021
Date Revised: 1/10/2022

APPLICANT/DEVELOPER:
SKORBURG COMPANY
8214 WESTCHESTER DRIVE,
SUITE 710
DALLAS, TEXAS 75225
OFFICE: 214-522-4945, x152
CELL: 214-535-2090
CONTACT: JOHN ARNOLD

ENGINEER:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
(817) 842-2094
CONTACT: REMINGTON WHEAT, P.E.
CONTACT: CODY BROOKS, P.E.
EMAIL: CODY@BANNISTERENG.COM

SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
(817) 842-2094
CONTACT: MICHAEL DAVIS



VICINITY MAP
NOT TO SCALE
CORINTH, TEXAS

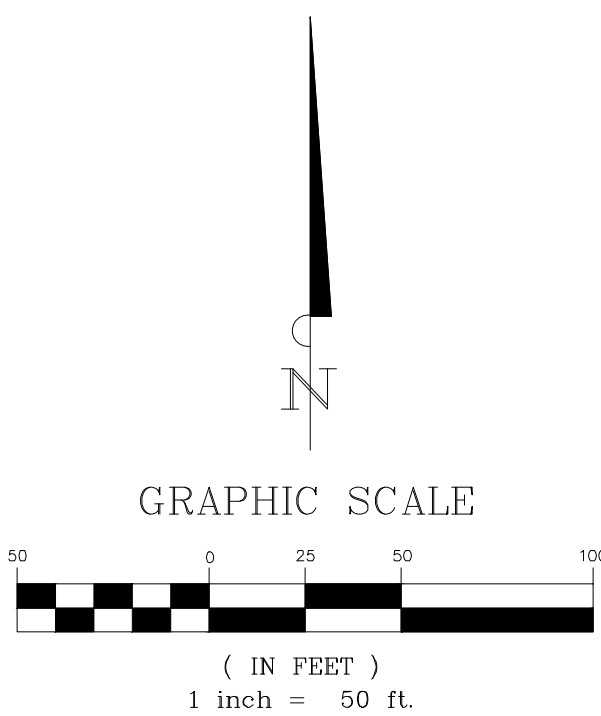


EXHIBIT "C" EXISTING SITE CONDITIONS TIMBER RIDGE

Being approximately 8.251 Acres of land situated in the
J. B. Thetford Survey, Abstract No. 1308, City of
Corinth, Denton County, Texas

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

CONTACT: CODY BROOKS, P.E.

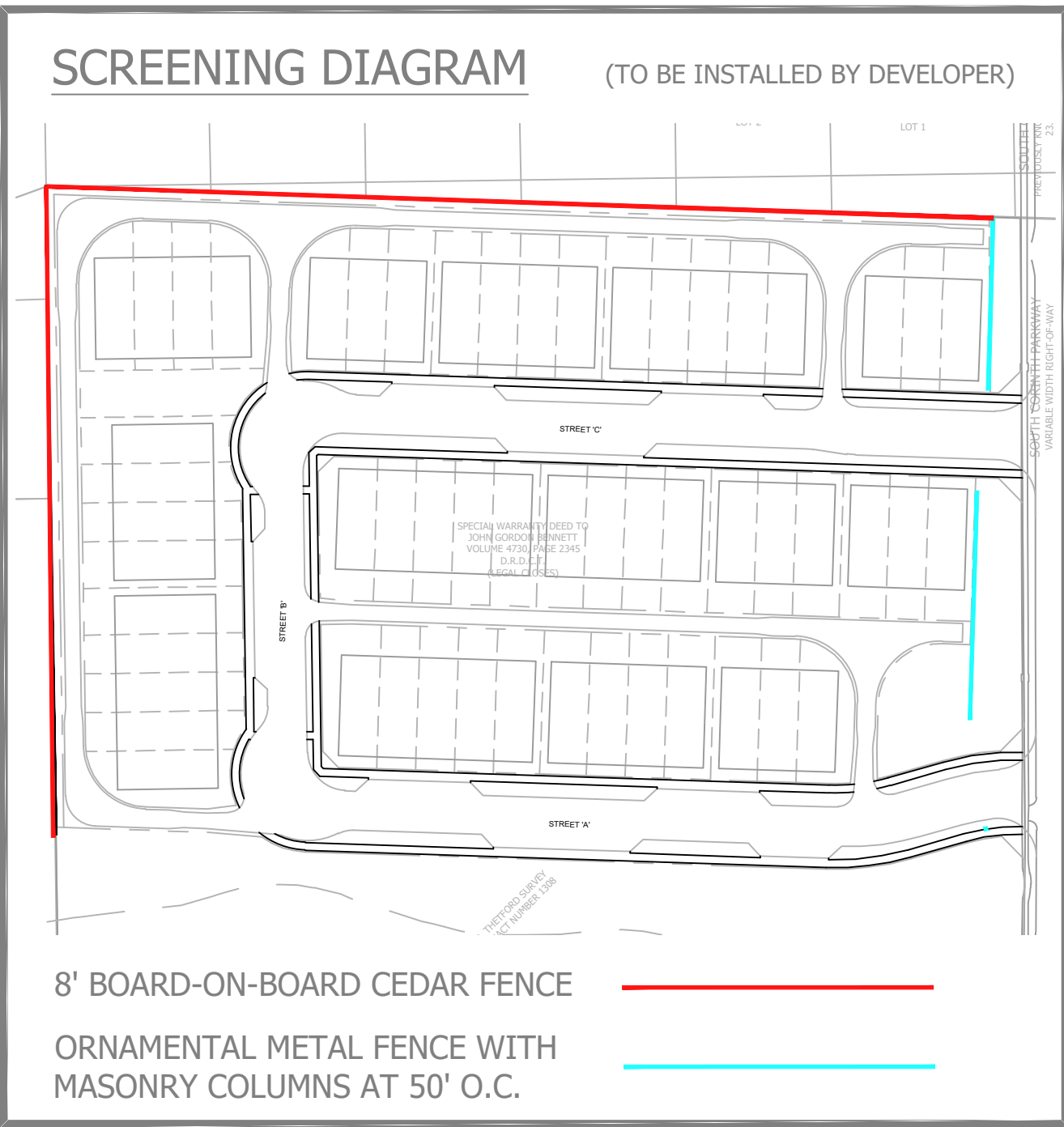
Date Prepared: 10/20/2021

Date Revised: 1/10/2022

APPLICANT/DEVELOPER:
SKORBURG COMPANY
8214 WESTCHESTER DRIVE,
SUITE 710
DALLAS, TEXAS 75225
OFFICE: 214-522-4945, x152
CELL: 214-535-2090
CONTACT: JOHN ARNOLD

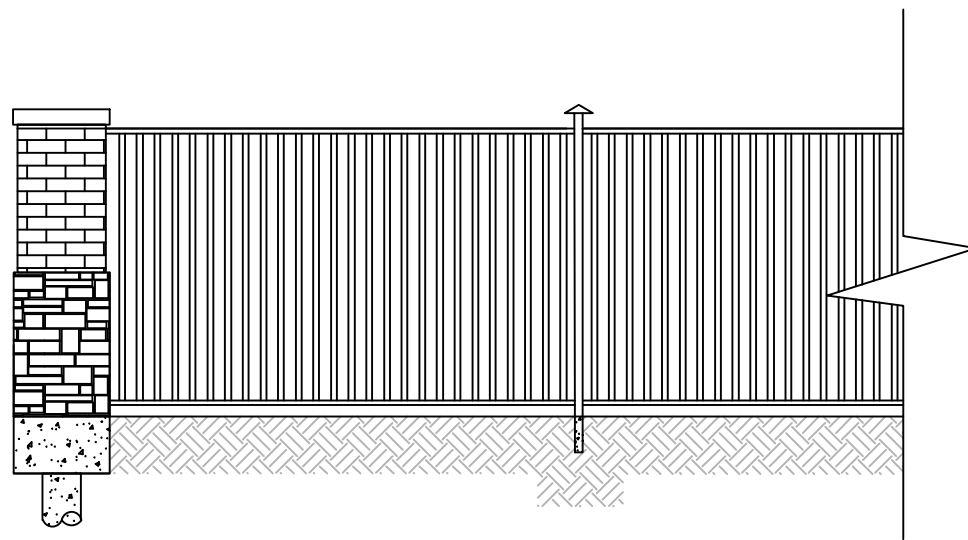
ENGINEER:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
(817) 842-2094
CONTACT: REMINGTON WHEAT, P.E.
CONTACT: CODY BROOKS, P.E.
EMAIL: CODY@BANNISTERENG.COM

SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
(817) 842-2094
CONTACT: MICHAEL DAVIS



LEGEND

- EXISTING PROTECTED TREE TO REMAIN
- CANOPY TREE
- SMALL UNDERSTORY TREE
- LANDSCAPE HEDGEROW
- OPAQUE EVERGREEN SCREENING SHRUB
- LOTS
- LANDSCAPE AREA

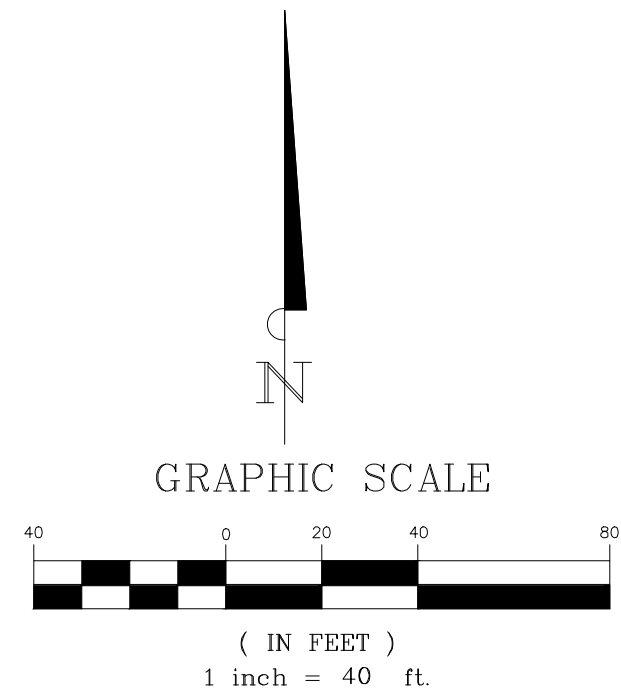


ORNAMENTAL METAL FENCE W/MASONRY COLUMN

NOTE:
ALL OPEN SPACE LOTS SHALL
BE MAINTAINED BY H.O.A.

LANDSCAPE CALCULATIONS

	Count	Cumulative Inches
Required Canopy Trees Planted in Perimeter Landscape Edge (3" cal.)	9	27 in
Trees Required on Residential Lots (59 Lots)	-	275 in
Canopy Trees (3" cal.) Planted in Front Yard (or Bulb-Outs/Open Space per PD)	55	165 in
Ornamental Trees (2" cal.) Planted in Front Yards	55	110 in
Remaining Trees/Inches Required	0	0 in



APPLICANT/DEVELOPER:
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SUITE 710
DALLAS, TEXAS 75225
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CELL: 214-535-2090
CONTACT: JOHN ARNOLD

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(817) 842-2094
CONTACT: REMINGTON WHEAT, P.E.
CONTACT: CODY BROOKS, P.E.
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MANSFIELD, TEXAS 76063
(817) 842-2094
CONTACT: MICHAEL DAVIS

BANNISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

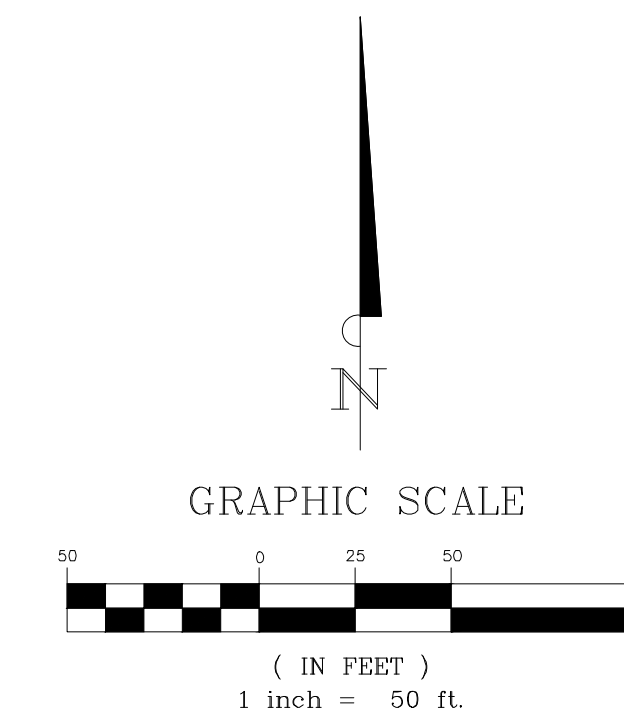
CONTACT: CODY BROOKS, P.E. Date Prepared: 10/20/2021
Date Revised: 1/10/2022

Representative Product



Representative Product





TREE COVERAGE	
LOT AREA	359,476 sf
TREE AREA	236,474 sf
COVERAGE	65.70%

EXHIBIT "F"
EXISTING TREE COVERAGE
TIMBER RIDGE

Being approximately 8.251 Acres of land situated in the
J. B. Thetford Survey, Abstract No. 1308, City of
Corinth, Denton County, Texas

APPLICANT/DEVELOPER:
SKORBURG COMPANY
8214 WESTCHESTER DRIVE,
SUITE 710
DALLAS, TEXAS 75225
OFFICE: 214-522-4945, x152
CELL: 214-535-2090
CONTACT: JOHN ARNOLD

ENGINEER:
BANNISTER ENGINEERING, LLC
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MANSFIELD, TEXAS 76063
(817) 842-2094
CONTACT: REMINGTON WHEAT, P.E.
CONTACT: CODY BROOKS, P.E.
EMAIL: CODY@BANNISTERENG.COM

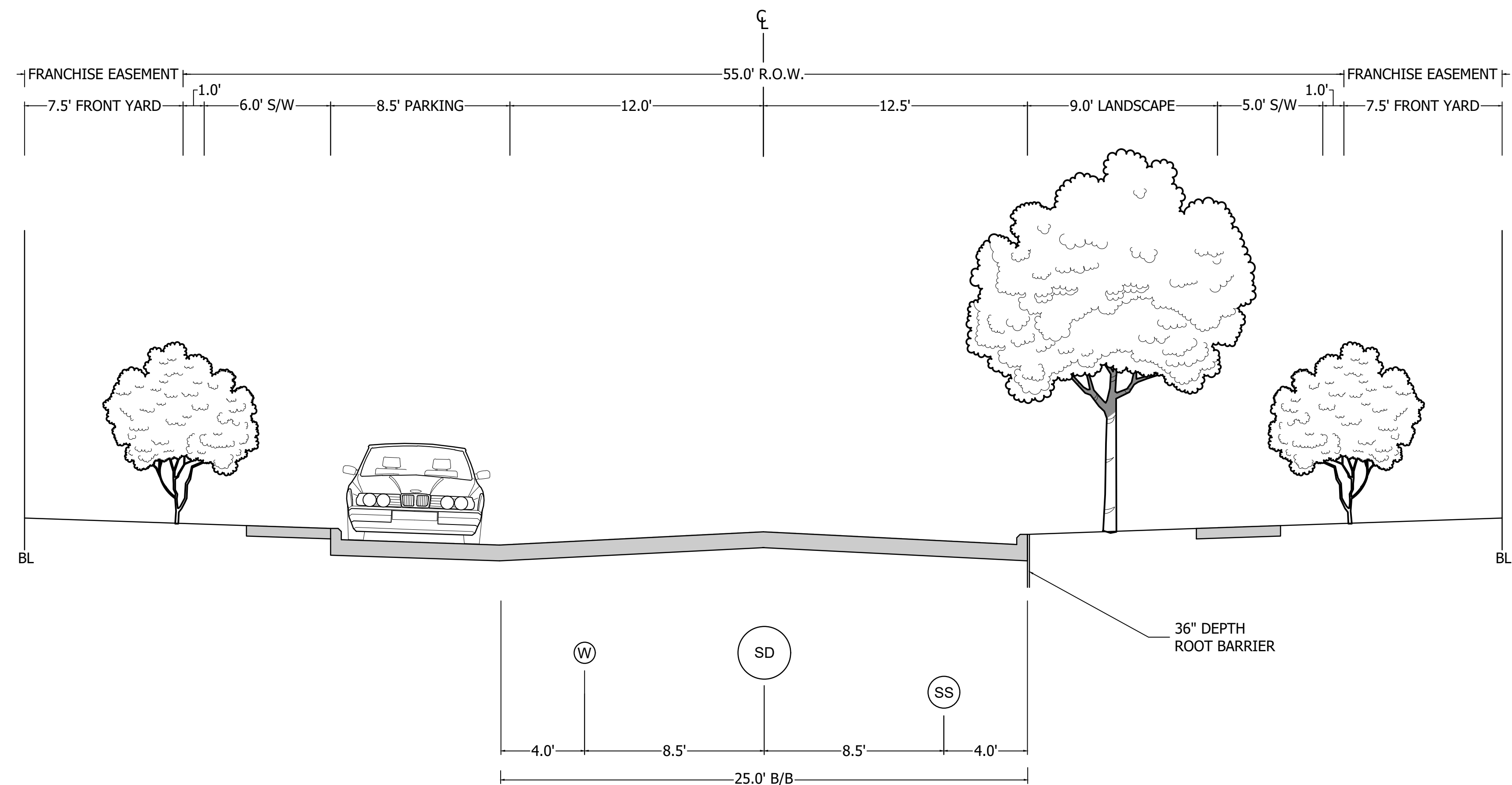
SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
(817) 842-2094
E. CONTACT: MICHAEL DAVIS

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)
CONTACT: CODY BROOKS, P.E. Date Prepared: 10/20/2021

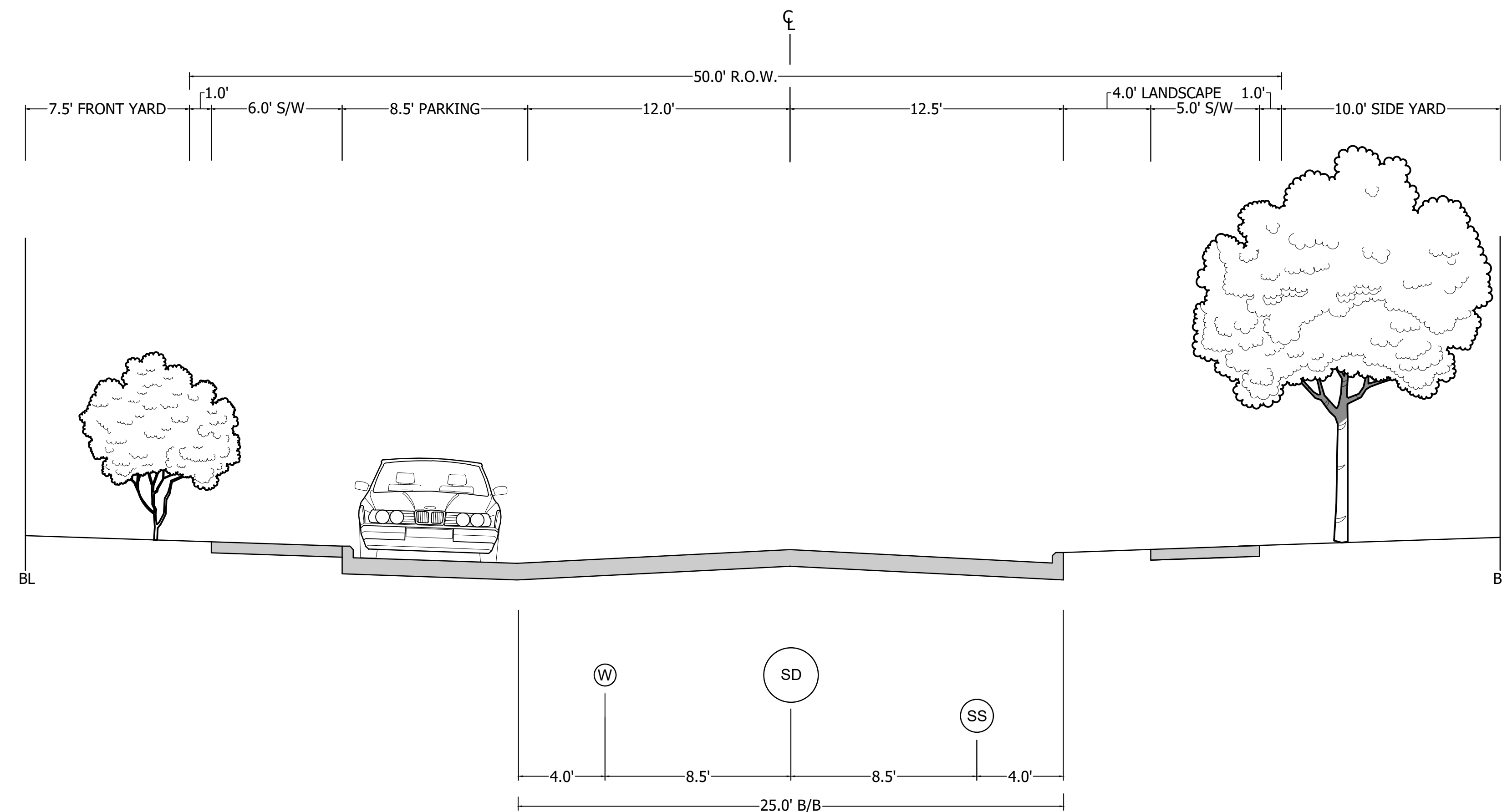
Date Prepared: 10/20/2021

Date Revised: 12/16/2021

BE JOB NO. 090-21-008



55' R.O.W. EXHIBIT - STREET 'A' & STREET 'C'



50' R.O.W. EXHIBIT - STREET 'B'

EXHIBIT "G" 55' AND 50' R.O.W. EXHIBIT TIMBER RIDGE

Being approximately 8.251 Acres of land situated in the
J. B. Thetford Survey, Abstract No. 1308, City of
Corinth, Denton County, Texas

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)
CONTACT: CODY BROOKS, P.E.

Date Prepared: 12/01/2021

Date Revised: 1/10/2022



ATTACHMENT 2

**LETTERS RECEIVED FROM PROPERTY OWNERS WITHIN
200 FT OF THE SUBJECT PROPERTY**

City of Corinth ▪ 3300 Corinth Parkway ▪ Corinth, Texas 76208
940-498-3200 ▪ 940-498-7576 Fax ▪ www.cityofcorinth.com
Bill Heidemann, Mayor



ATTACHMENT 2

LETTERS RECEIVED FROM PROPERTY OWNERS WITHIN

200 FT OF THE SUBJECT PROPERTY

City of Corinth ▪ 3300 Corinth Parkway ▪ Corinth, Texas 76208
940-498-3200 ▪ 940-498-7576 Fax ▪ www.cityofcorinth.com
Bill Heidemann, Mayor

Miguel Inclan

From: Heather Swann <hdswann@gmail.com>
Sent: Wednesday, January 19, 2022 2:04 PM
To: Miguel Inclan
Subject: Zoning Change Proposal Case No. ZAPD21-0004-Timber Ridge

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Inclan,

I live at 2805 Woodcrest Cir, Corinth, TX 76210 and I am writing in support of the zoning change proposal Case No. ZAPD21-0004-Timber Ridge. My husband and I have been pleased by the communication from Neil Stenberg with the Skorburg company. As of now he has been willing to work with us and our neighbors on anything we have requested. He is also quick to respond when we reach out to him. We knew that property would eventually be developed when we bought our home almost 13 years ago. Us and our next door neighbor share the majority of the fence line with the proposed community. Town homes seem like a good compromise for the size of the property.

Thank you,
Heather Swann

Miguel Inclan

From: Summer Milroy <munchknaz@yahoo.com>
Sent: Thursday, January 20, 2022 10:06 AM
To: Miguel Inclan
Subject: Timber Ridge development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Inclan,

I am writing in opposition of the Timber Ridge development. I will not be able to attend Mondays planning and zoning meeting. I did attend a zoom meeting with the developer on Monday the 17th regarding the process.

I purchased this home mostly due to the property behind it. Not having someone behind me was a big selling point. I understand that there was no guarantee that the property behind me would not be developed at some point but was also told that due to the flood plain, that it would most likely be a city park. My concerns about this property development are traffic, noise, & crime. With the new commercial development scheduled to go in across the street and the new large residential development around the corner on Lake Sharon, what is the city’s plan for all the new traffic on Corinth St? Once all these new developments go in is the city going to increase police patrol in the area? We already get enough noise pollution from I35 so by adding more developments with increase that as well. The traffic on Silver Meadow is crazy already and from my understanding the new development on Lake Sharon connects to the subdivision west of Corinth St. This will likely increase the traffic and noise for us on Silver Meadow as well.

With talking to the developers they said the new property will have an HOA, the properties are for sale and not rent (since apparently there will be “for rent” townhomes in the development across the street, & they are responsible for anything that happens to the fencing that they will put up around the perimeter of the property. I know there is not much I can do at this point about the progress of this development but wanted to get you my concerns.

Thank You
Summer Milroy
2810 Silver Meadow Ln
Corinth



ATTACHMENT 3

**SUPPLEMENTAL ADDENDUM - ALTERNATIVE
DESIGN REQUEST (DATED FEBRUARY 4, 2022)**

City of Corinth ▪ 3300 Corinth Parkway ▪ Corinth, Texas 76208
940-498-3200 ▪ 940-498-7576 Fax ▪ www.cityofcorinth.com
Bill Heidemann, Mayor

Skorburg Company
8214 Westchester, Ste 900
Dallas, TX 75224
Phone: 214/522-4945
Fax: 214/522-7244

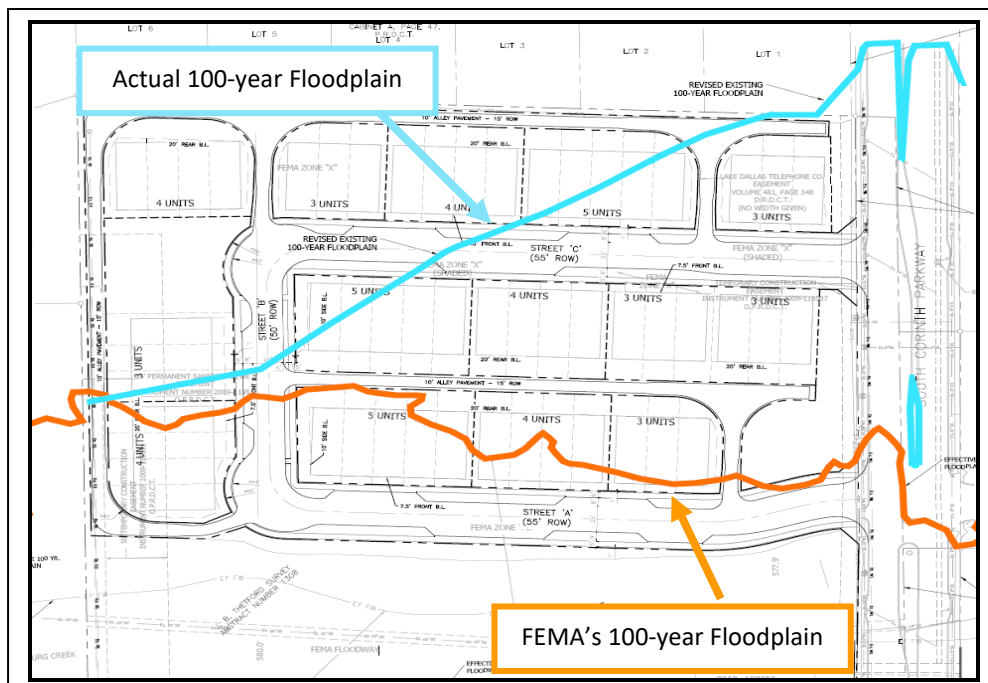
February 4, 2022

Planning & Development
City of Corinth TX
3300 Corinth Parkway
Corinth, TX 76208

RE: Timber Ridge PD Design Statement/Addendum – Alternative Design and Tree Preservation Credits

To Whom It May Concern:

On January 24, 2022, we attended the Planning and Zoning public hearing and were approved unanimously (5 to 0). Following the meeting, Bannister Engineering completed a preliminary Flood Study for our proposed Timber Ridge development. The Flood Study discovered that the FEMA's 100-year floodplain line was off due to more accurate topography of the property. Due to this discovery, the actual 100-year floodplain encompassed more of the property than originally anticipated. As a result, our anticipated grading plan changed with the need for additional floodplain storage to bring the property out of the floodplain requiring the removal of additional trees located in the floodplain. Once we received this information, we immediately informed staff and started working on an alternative design to preserve more trees to achieve our 20% minimum preservation goal. We are requesting consideration of our Alternative PD Concept Design (Exhibit "B-2") and Conceptual Landscape Plan (Exhibit "D-2"). Additionally, we are requesting the Bonus Credit of 0.5:1 and Right-of-Way Credit that are offered in the City's drafted Tree Preservation Ordinance.



Our new design removes 2 lots adjacent to the mews. The removal of these lots increases the common open space mews, lot 21x, and preserves a grove of existing Protected Trees to reach over 20% tree preservation on the site. The grove includes several large oak trees ranging from 20" CI to 32" CI. Our Registered Landscape Architect has indicated that these trees will not be impacted by this development. If needed, a root barrier system will be installed. This benefits the community by providing a more visible/accessible area for the neighbors while incorporating the natural beauty of the existing Protected Trees and preserving its natural habitat.



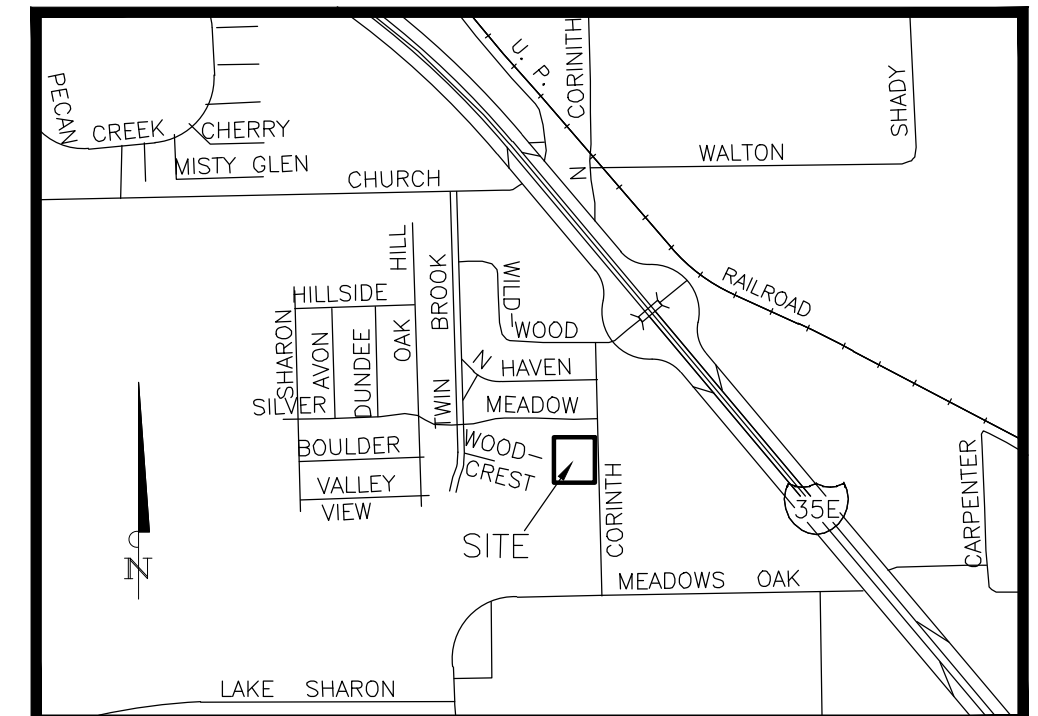
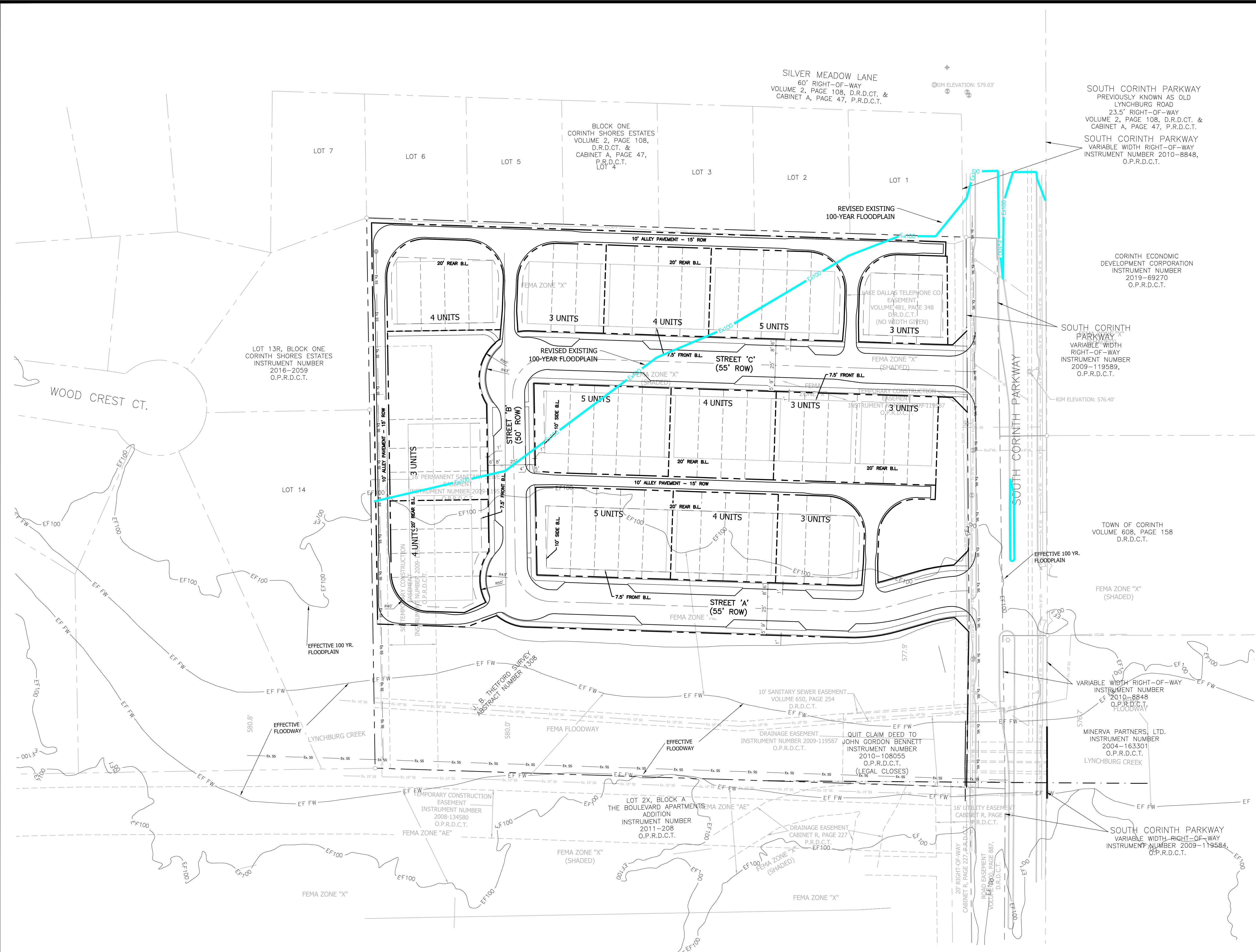
The Bonus Credit off sets the cost of increasing the common open space mews and the loss of buildable lots which allows us to preserve the grove of the existing Protected Trees. We did not initially qualify for the bonus credit as the groves of trees proposed for preservation were primarily located in the “unbuildable” areas of the site along the Lynchburg Creek corridor and in the required landscape edge buffer. We believe the preserve area in our new design meets the threshold of demonstrating innovative design that effectively incorporates an important stand of trees and habitat into the overall project design as envisioned in the City’s draft Tree Preservation Ordinance.

The City’s draft Tree Preservation Ordinance offers Right-of-Way Credit, which states if 20% or more of total Protected Tree CI are preserved, the same percentage of Protected Trees preserved may be credited against the CI removed within the public right-of-way. Our new design is in compliance with the City’s draft Tree Preservation Ordinance, therefore qualifies for this credit.

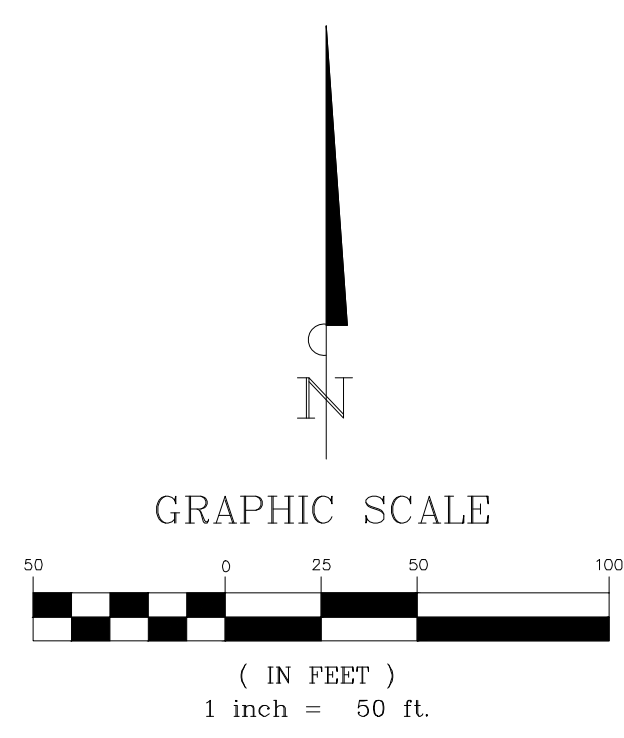
We understand that the Bonus Credit and Right-of-Way Credit options are contingent on 1) preserving a minimum of 20% CI on site and 2) preserving a grove and habitat pocket and/or corridor of existing Protected Trees within the “buildable area” of the site. Further, should the results of the Flood Study (as described above) indicate that the original PD Concept Design is a viable option (rather than Alternative Design), we understand that the Bonus Credit and the Right-of-Way Credit would no longer apply.

Sincerely,

John Arnold
Development Partner



VICINITY MAP
NOT TO SCALE
CORINTH, TEXAS



SITE DATA SUMMARY:	
BASE ZONING:	SF-A
PROPOSED ZONING:	PD - DEVELOPMENT PLAN
LAND USE DESIGNATION	TOWN HOME
GROSS ACREAGE:	8.251 AC. (359,425 S.F.)
NET ACREAGE	6.531 AC. (284,509 S.F.)
NUMBER OF PROPOSED RES. LOTS	53
NUMBER OF PROPOSED OPEN SPACE LOTS	5
DWELLING UNITS PER ACRE (GROSS)	6.42 UNITS PER ACRE
DWELLING UNITS PER ACRE (NET)	8.12 UNITS PER ACRE
AREA OF OPEN SPACE	118,343 S.F.
PERCENTAGE OF OPEN SPACE	32.9%
MINIMUM FLOOR AREA	1,300 S.F.
MAXIMUM NUMBER OF TWO STORY UNITS	55
MAXIMUM BUILDING HEIGHT	35'
START OF CONSTRUCTION MONTH/YEAR	JULY, 2022
END OF CONSTRUCTION MONTH/YEAR	SEPTEMBER, 2023

EXHIBIT "B-2" PLANNED DEVELOPMENT CONCEPT PLAN TIMBER RIDGE

Being approximately 8.251 Acres of land situated in the
J. B. Thetford Survey, Abstract No. 1308, City of
Corinth, Denton County, Texas



BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

CONTACT: CODY BROOKS, P.E. Date Prepared: 10/20/2021
Date Revised: 2/7/2022

APPLICANT/DEVELOPER:
SKORBURG COMPANY
8214 WESTCHESTER DRIVE,
SUITE 710
DALLAS, TEXAS 75225
OFFICE: 214-522-4945, x152
CELL: 214-535-2090
CONTACT: JOHN ARNOLD

ENGINEER:
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(817) 842-2094
CONTACT: REMINGTON WHEAT, P.E.
CONTACT: CODY BROOKS, P.E.
EMAIL: CODY@BANNISTERENG.COM

SURVEYOR:
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MANSFIELD, TEXAS 76063
(817) 842-2094
CONTACT: MICHAEL DAVIS



SURVEYOR:
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240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
(817) 842-2094
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-
- EXISTING PROTECTED TREE TO REMAIN
- CANOPY TREE
- SMALL UNDERSTORY TREE
- LANDSCAPE HEDGEROW
- OPAQUE EVERGREEN SCREENING SHRUB
- LOTS
- LANDSCAPE AREA



Being approximately 8.251 Acres of land situated in the
J. B. Thetford Survey, Abstract No. 1308, City of
Corinth, Denton County, Texas



Date Prepared: 10/20/2021
Date Revised: 2/7/2022



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Strategic Plan Communications Strategic Plan	
Ends:	<input checked="" 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:	Focus: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder			
	Decision: <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function			
Owner Support:	<div><div><input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> Keep Corinth Beautiful</div><div><input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Ethics Commission</div></div> N/A			

Item/Caption

Consider and act on approval of the Communications Strategic Plan.

Item Summary/Background/Prior Action

In February 2019, the City Council adopted a Communication Strategic Plan to enhance transparency and communication methods with residents. As communications technology and platforms for citizen engagement continue to advance, the Plan was expected to change to meet the emerging needs.

During the past six months, staff has been working with Slate Communications to develop the next phase in the city’s communication efforts. The updated Communications Plan provides a framework for communication methods for both external and internal stakeholders. Recommendations are unique to Corinth and were developed through the following process:

1. Review and audit of existing communication methods

2. Meetings with staff, the Community Ambassadors, and the Youth Advisory Committee to better understand the community, what resonates with residents and communication topics.

3. Online community survey to gauge communication preferences.

4. Identify key audience segments and characteristics

5. Establish communication goals, objectives, and priorities

6. Create unique communication strategies, tactics, and process to fit Corinth’s needs.

Staff Recommendation/Motion

Staff recommends approval of the Communication Strategic Plan

CITY OF CORINTH

COMMUNICATIONS PLAN 2.0



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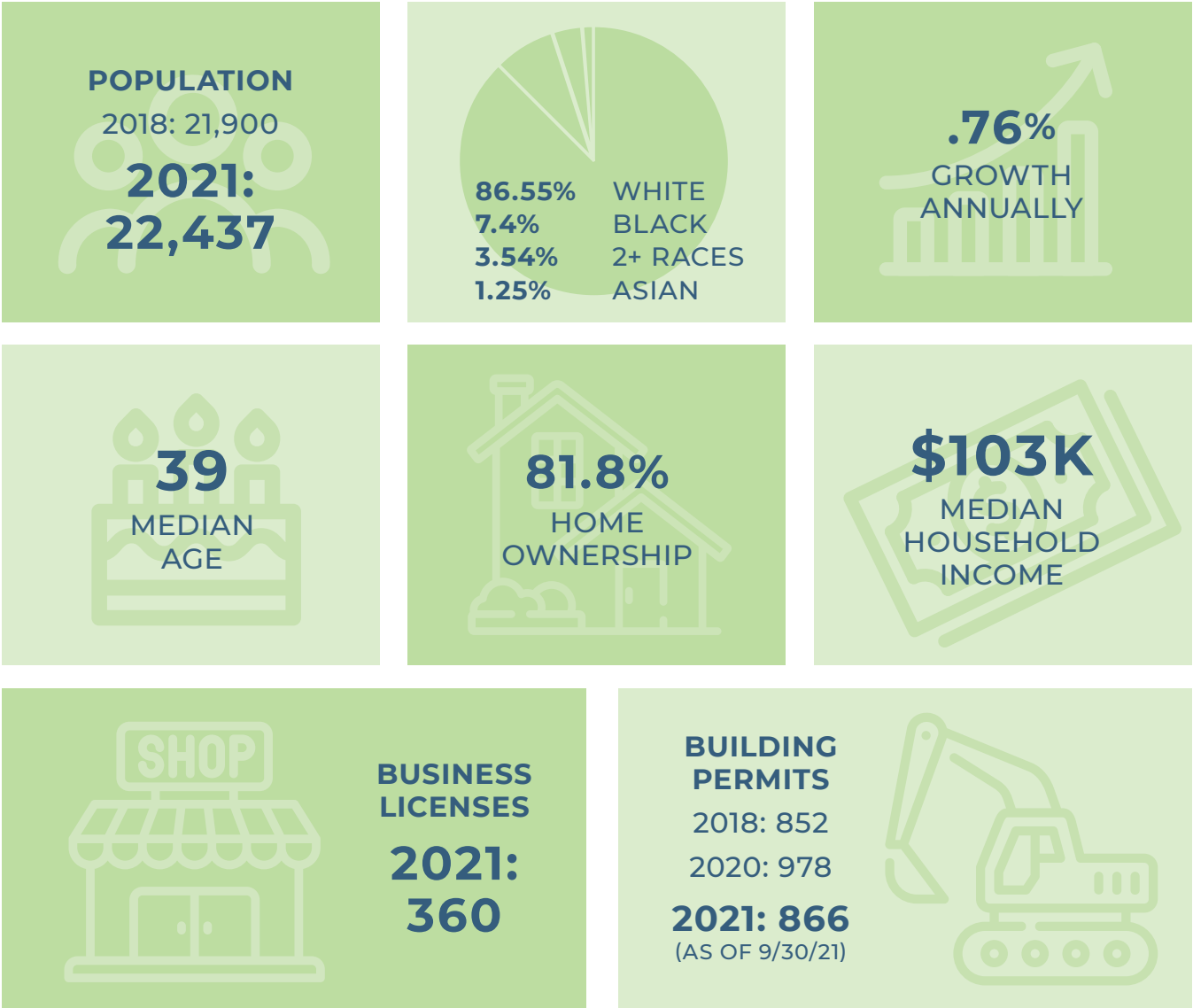




1. DISCOVERY REPORT

EVOLUTION OF CORINTH AS A COMMUNITY

Corinth is steadily growing, with plans to continue that growth and appeal to a more diverse population including younger families by adding more retail, restaurants and gathering places. The community is currently undergoing a plan to bring in more development in hopes of both bringing in and retaining new families and young people. With the expansion of the local college, there is an opportunity to strengthen the City/ College relationship to keep talent in Corinth and build an enduring sense of community.



ABOUT CORINTH AS AN ORGANIZATION

As an organization, the City of Corinth is growing quickly. Word of mouth is no longer a viable tool to share organization news and updates. Demands on staff time continue to create capacity issues.

The City of Corinth employs 181 full-time workers.

In the next five years, the City's staff will only grow. Corinth intends to:

- ▶ Add 3 firefighters in 2025
- ▶ Add Parks Maintenance Workers in 2026
- ▶ Add a Tourism and Event Manager in late 2022 to manage the Commons at Agora

Employee retention and recruitment has been difficult. Key positions are not immune to turnover, either. 2021 saw the hiring of a new Economic Development Director, Planning Director, and Public Works Director. With the fire chief retiring in February 2022, this position will need to be filled as well.

EXISTING CITY PLANS

The existing City plans outline the direction that Corinth wants to go and how to get there. The communications plan will need to take these goals into consideration and ensure that both staff and residents are kept informed about each step and how they play into the long-term vision. It can be easy to get lost in the weeds and little details of projects in the day-to-day, but all communications should point back to the overarching vision as a reminder to all Corinthians why we do what we do.

2040 Comprehensive Plan: This plan outlines guiding principles and core values for policy direction in Corinth for the next 20 years. Corinth will adopt policies that facilitate a growing community while building parks, trails, and other amenities. The City will allow room for future development, connect safe neighborhoods, and ensure that this growth is smart and sustainable.

Strategic Plan: The strategic plan outlines steps that the City will take to build the community that residents envision by 2030. These steps include attracting quality residential and non-residential development, engaging citizens, and encouraging and investing in regional cooperation.

VISION STATEMENT

A growing community that is conveniently located, delivers outstanding services, engages its residents, and provides a good mix of high quality retail, restaurants, and entertainment.

Parks Master Plan

Technology Strategic Plan

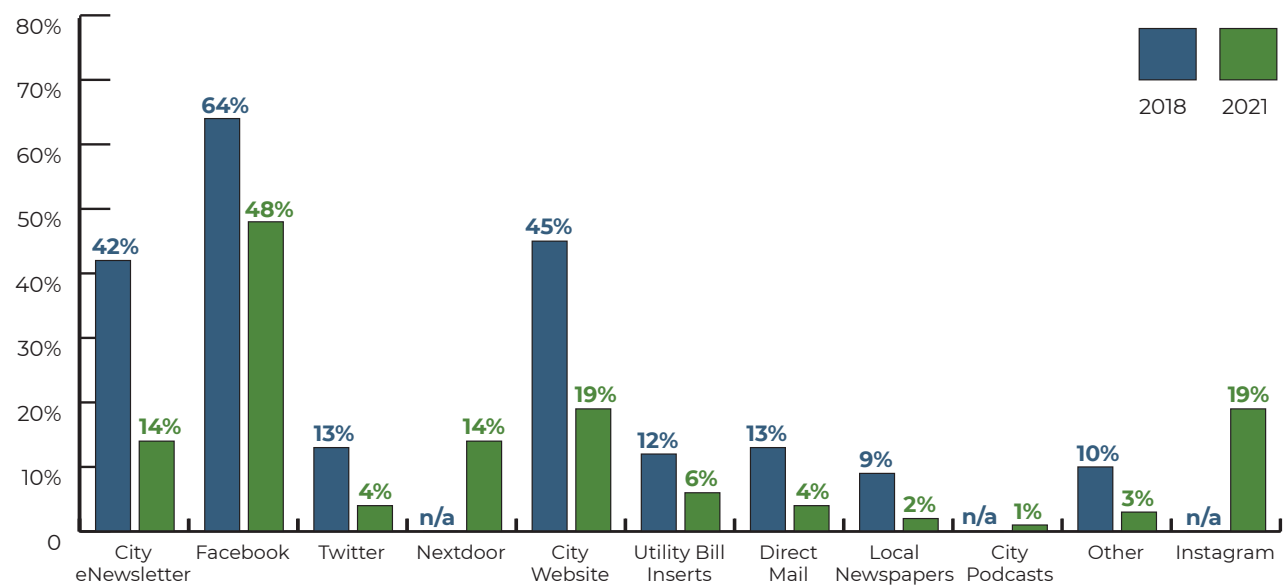
Police Department Strategic Plan

Fire Strategic Plan

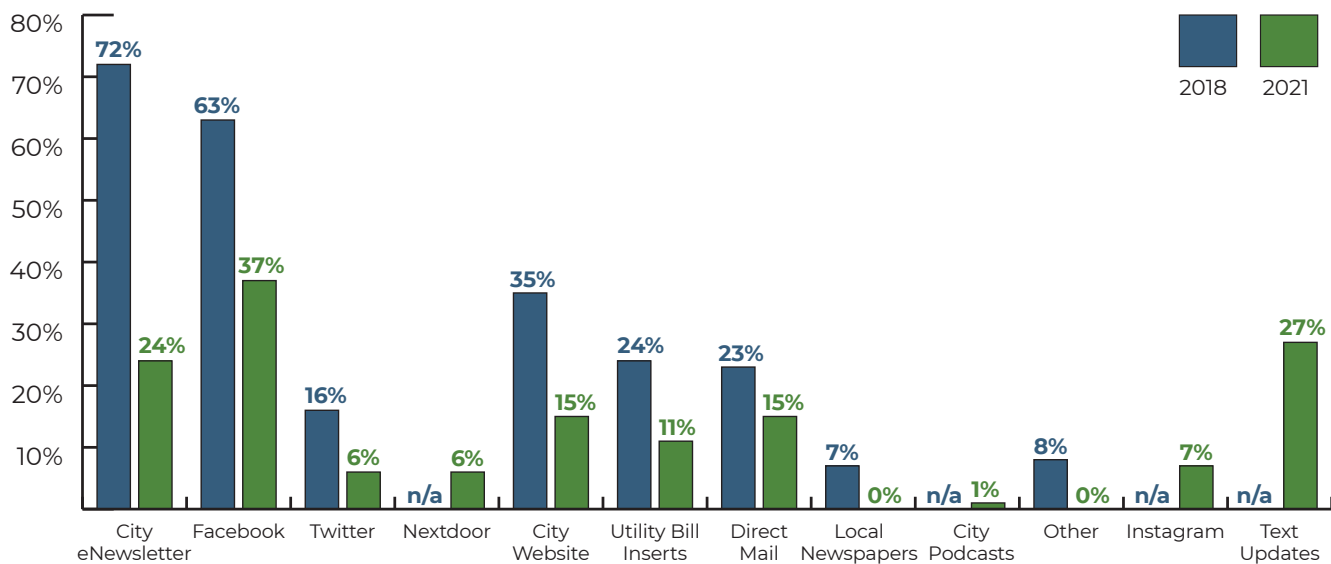
COMMUNITY SURVEY RESULTS

To better understand the communication preferences of Corinth residents, a short survey was put out to the community through the website and social media. A total of 106 responses were collected in 2018 and 35 in 2021.

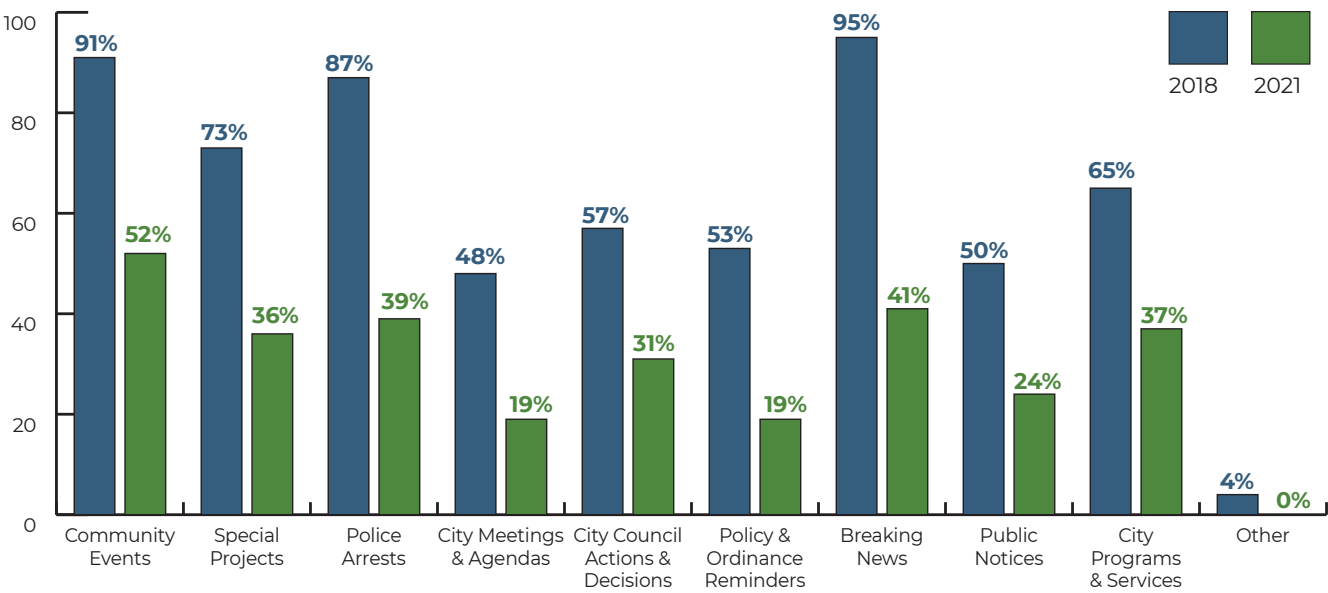
HOW DO YOU CURRENTLY RECEIVE CITY INFORMATION?



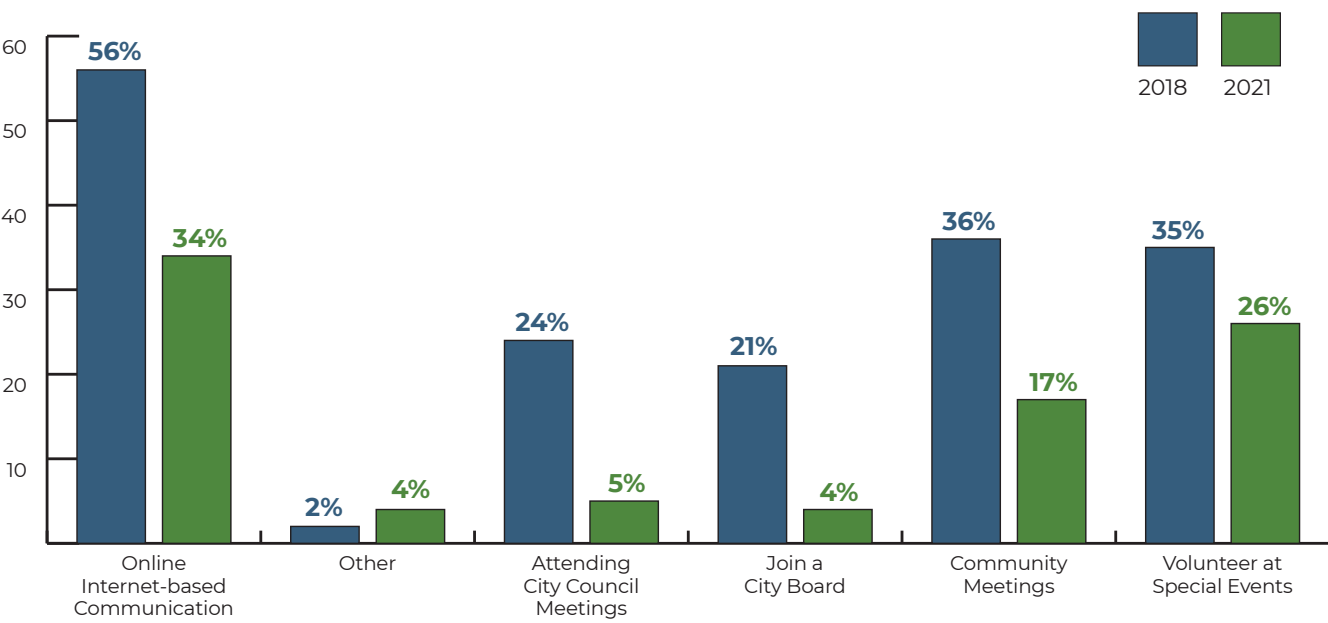
HOW WOULD YOU PREFER TO RECEIVE CITY INFORMATION?



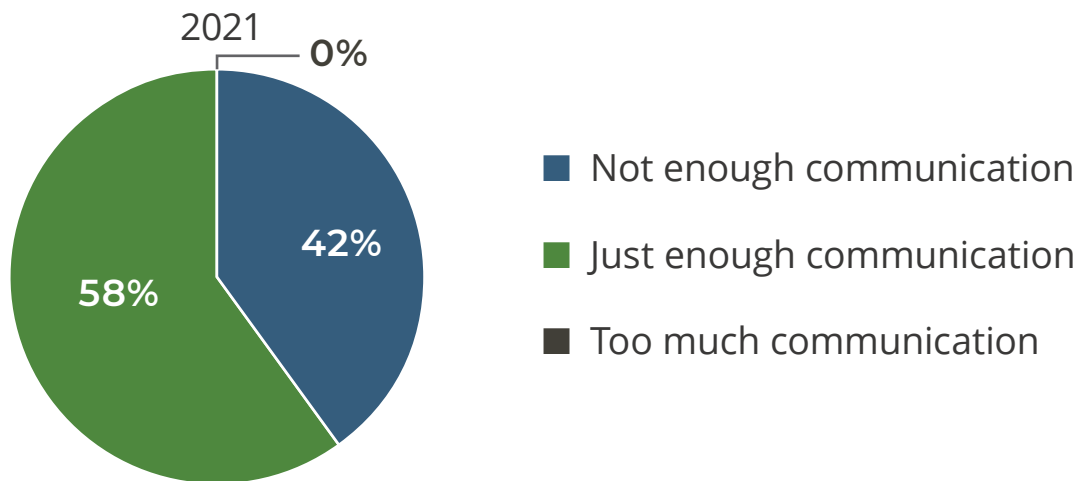
WHAT TYPES OF INFORMATION ARE YOU MOST INTERESTED IN?



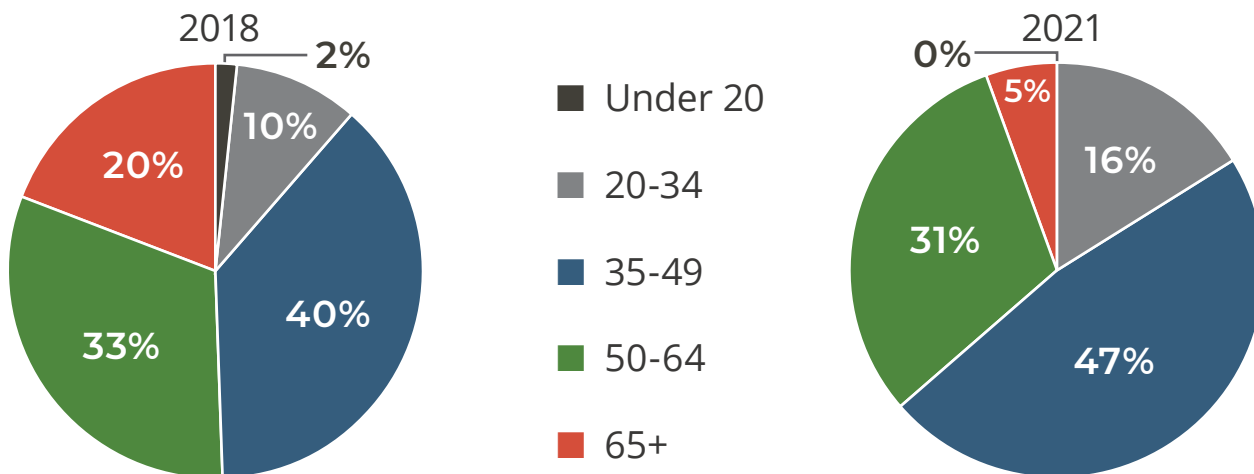
IF YOU WANTED TO BE MORE INVOLVED WITH THE CITY OF CORINTH, HOW WOULD YOU PARTICIPATE?



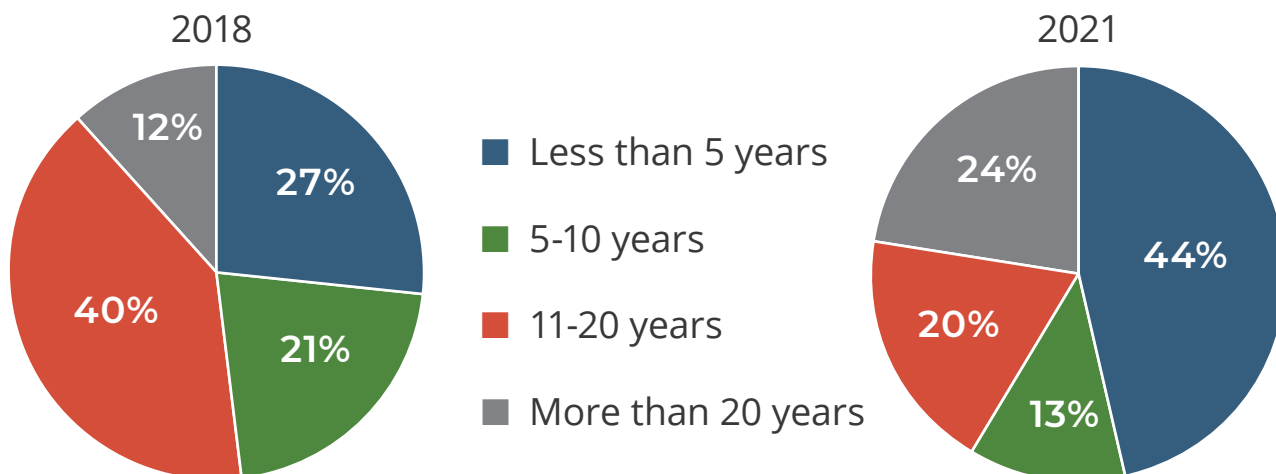
FREQUENCY OF COMMUNICATION FROM CITY TO RESIDENTS



WHAT IS YOUR AGE?



HOW LONG HAVE YOU LIVED IN CORINTH?



COMMUNICATIONS TOOLS

Since 2018, the City of Corinth has greatly expanded the number of tools used to reach residents. The City has added social media platforms and increased both the volume of posts as well as focused on more engaging posts that highlight happenings from various departments.

	2018	2021
Nixle Subscribers	1,756 (2019)	2,706

Since 2018, the City has added Instagram, Nextdoor, LinkedIn, YouTube, MyCorinth, and Nixle (emergency alerts).

CURRENT EXTERNAL TOOLS

City Website	Facebook	Twitter
Instagram	Nextdoor	LinkedIn
YouTube	MyCorinth (Bang the Table)	MyCorinth Mobile App
Citibot	Nixle	Constant Contact
	Mailchimp	

CURRENT INTERNAL TOOLS

Workvivo Intranet	Loomly Scheduler	ClickUp project management
Microsoft Teams	Adobe Creative Suite	Canva Pro

SOCIAL MEDIA STATS	2018	2021
Instagram Followers	n/a	791
Nixle Subscribers	1,756 (2019)	2,706
Facebook Followers	2,025	7,700
Facebook Impressions	659,072	1,426,726
Twitter Followers	n/a	931

WEBSITE STATS	2018	2021
Website Sessions	123,752	221,000

SUMMARY OF STAFF INTERVIEWS

After meeting with Economic Development, Public Works, Police & Fire, the Planning Department, and Human Resources, many common themes and struggles began to emerge.

THEMES

The local college campus is underutilized; how else can we connect with students, and how can we involve the youth?

We need to better utilize boards, other staff, and ambassadors as champions of what we are doing.

Some departments will be affected by inevitable growth more than others. Are those departments prepared to meet that demand financially and with adequate capacity? How do we communicate our readiness to combat concerns about decreases in service levels?

While there are adequate resources across departments, there may be an opportunity to reallocate or reposition them.

For example, fire stations can be in better locations, social media posts are high in quantity but can lack quality, lots of technology is available but may be underutilized, the website could be utilized better, Nixle could be segmented to better serve residents by neighborhood, and there is a need for increased communication from fire/police.

There is a missed opportunity when hiring new staff to educate them about departments and connect them with other areas of the City.

Technology is playing an increasingly important role in operations and communication. There's an opportunity to leverage these investments to provide more real-time and relevant information.

COMMON CHALLENGES

Cross-departmental teamwork is crucial and more is needed – not only do departments need to communicate with the communications team, but the communications team needs to show other departments the results and engagement! That feedback and response is valuable.

Residents don’t fully understand what each department does.

Emergency communications lack structure and point people.

There is a hesitation around sharing information because plans change and staff is weary that information will quickly become outdated.

MAJOR PROJECTS

Agora

Economic Development Marketing

Backup Power

Charter Amendment

Broadband

Recruitment

SWOT ANALYSIS

STRENGTHS:

- Current communications team is high-functioning and effective.
- Many tools available to communicate with residents.
- Robust communications team that can dedicate time to specific campaigns and messages.
- Staff recognizes importance of communications and wants to improve.
- Potential to improve internal communications so departments know what each other is doing (and who each other is!)
- Technology continues to play a large and growing role in operations and communications.

WEAKNESSES:

- No consistent onboarding process to new hires, expectations for connecting, and teamwork across departments is not communicated.
- Communications team doesn't always return feedback to departments – departments don't always fully understand the success of their communications efforts.
- Communications tools aren't all being used optimally – email open rates have dropped and Facebook impressions (while followers increased) have been dropping since 2019.
- Emergency communications plan lacks structure and point people.

OPPORTUNITIES:

- There is an opportunity to partner with NCTC and with schools to involve the younger generations and youth.
- Regional collaboration – partnership with other Lake Cities in Denton County can help create more effective service models and communication efforts (e.g., fire departments).
- Continue educating the public about just what each department does (and why) and when the public has the opportunity for commenting.
- Strengthen messaging by connecting City decisions and services to the impact on individuals.

THREATS:

- Nearby large cities can draw residents away, particularly the younger population.
- Corinth doesn't have a lot of physical area to expand, so growth needs to happen strategically and within City limits. Such visibility only heightens attention on growth and potential negative impacts.
- Vocal residents can oppose new growth and projects, although they do not represent the majority.
- The global pandemic has caused cultural shifts that have made hiring and retaining employees infinitely more difficult.

KEY TAKEAWAYS

Internal Collaboration and Communications

Steps need to be taken to improve collaboration among departments, fostering a new culture of shared responsibility for quality communication which starts at orientation.

Community Pride and Loyalty

The youth and young adults in Corinth are currently disconnected and an under-engaged population. The City should work more with NCTC, Lake Dallas and Denton School Districts, and local high schools to create a community that they are proud to grow up in, live in, and want to return to to raise their own families. Long term residents need to understand how new development, projects, and people positively contribute to the community they love.

Strong Foundation with Great Potential

Corinth has the tools to be superstar communicators (internally and externally) but now we need to learn how to maximize all of these tools and make sure they are used to the best of their capabilities.

Growing Community and Changing Needs

The City and the City organization is about to go through a lot of rapid growth. As a community, we need to plan ahead and be prepared to answer residents’ questions, explain how the growth coincides with our comprehensive plan and community desires, and be ready in case of emergencies. As an organization, growth and turnover mean that we need to reinvest in foundational communication tools and integrate connectivity into daily work days.



2. GOALS

A

Move from simply communicating to fully engaging.

B

Maximize the effectiveness of current tools.

C

Generate support and enthusiasm for change (both internally and externally).

D

Build community pride.



3. AUDIENCES

CITY STAFF (INTERNAL) CHARACTERISTICS

Demonstrate a willingness to collaborate with other departments but aren't always sure how to start

Would generally love more face time with directors

Younger staff seem to be more willing to participate in fun activities while older staff are here to work

Mostly obtaining information from staff meetings

CORINTH RESIDENTS (EXTERNAL)

YOUTH	Generally not engaged with City issues, can't easily identify points of connection to local government
	Rely heavily on digital platforms – but not Facebook
SENIORS	Not as engaged with digital platforms (online surveys, social media, emails)
	More resistant to change and new developments
	Prefer physical, informational pieces
	Have more time to dedicate towards learning about City happenings
GENERAL	Like when information is “handed” to them and they don’t have to hunt for it
	Primarily obtain information via Facebook and prefer social media, text updates, and email newsletters (in that order)
	Looking for community events to attend with families
	Many have recently moved to Corinth within the last five years
LOCAL BUSINESSES	Mostly small and locally-owned businesses
	Many enthusiastic about Agora and future economic potential



4. KEY MESSAGES

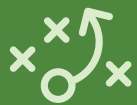
The key messages of this communications plan are the core of everything. When in doubt, refer to our goals and key messages to determine the effectiveness of a campaign. Every piece of communication coming from the City to residents should support the “External Key Message” statements.

INTERNAL

1. All departments within the City organization are linked, and moving from simply communicating to engaging the community takes teamwork and a willingness to learn new things or help out in new ways.
2. The City organization is growing, and while this is exciting and a good thing, it will take cooperation amongst staff and departments to maintain our close-knit culture and best serve our community.

EXTERNAL

1. Corinth continues to grow and is doing so in a planned, strategic way, resulting in more opportunities and amenities for residents.
2. Corinth is a great place to live, and the City not only cares about community desires and hopes for the future but is actively working to make them happen at a pace that is sustainable and achievable.



5. STRATEGIES

STRATEGY #1

A C

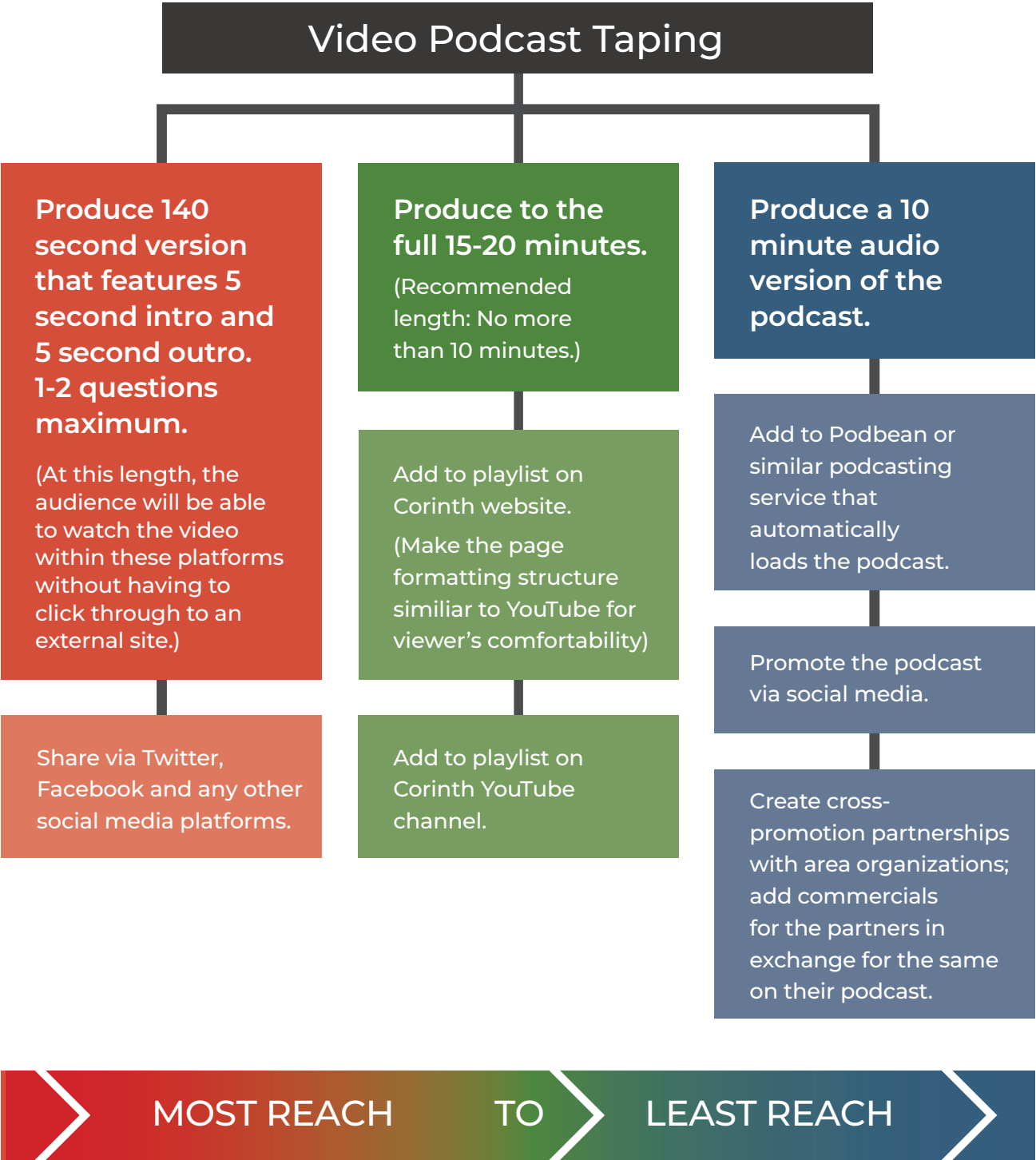
Develop and maximize tools that allow for more comprehensive storytelling and explain the “why” of City decisions

TACTICS:

MAXIMIZE MYCORINTH

- ▶ Develop a year-long campaign to get feedback from residents to emphasize the two-way street of communications with the City.
 - To take it a step further, identify 3-5 long-term engagement projects coming up that will be utilizing MyCorinth.
- ▶ Create a shared editorial calendar amongst dedicated staff members to plan topics correlating with projects throughout the year.
 - Build dedicated time into staff schedules to add to the engagement editorial calendar.
- ▶ Identify circumstances in which MyCorinth is most appropriate – it is an engagement platform, not another “catch all” and not another website. Define when a project should be added to MyCorinth and when it should not.
- ▶ Market MyCorinth internally to staff as the best engagement tool. Make sure it is understood that for any project that requires community engagement, it will be on MyCorinth.

UTILIZE PODCASTS AND VIDEOS



MAXIMIZE CITY AMBASSADORS

- ▶ Create physical tools for ambassadors.
 - Create a branded binder to collect and store information.
 - Provide ambassadors with three-hole punched handouts at each meeting that go over the main points of the agenda for that day.
 - Provide worksheets with background information on topics, checklists and timelines, and key talking points for how they can go about sharing this information with friends and neighbors.
 - Include City Manager reports or updates.
- ▶ Create a media kit and sample posts for ambassadors to share after each meeting.
- ▶ Provide them with materials to share their status as an ambassador within the community, such as business cards or rack cards that they can hand out.
- ▶ Utilize Workvivo as a collaboration tool.
- ▶ Pilot Citibot as a texting tool to communicate with ambassadors.

STRENGTHEN INTERNAL CONNECTIONS WITH TRAINING ON WORKVIVO TO INCREASE UTILIZATION AND EFFECTIVENESS

- ▶ Incorporate a 15-minute training into the onboarding process with new staff members.
- ▶ Provide tangible examples of how to use Workvivo within the City organization.
 - Ex. Learn more about someone’s role beyond their title and department.

IMPLEMENT DATA-DRIVEN STORYTELLING

- ▶ Generate one-page infographic annual reports on large projects or for departments.
- ▶ Use Envisio tracking and reporting to tell the story of Corinth’s organizational progress in the strategic plan.
 - Announce when new data is published online
 - Create a campaign to drive people to dashboard on monthly basis

BIG IDEA: CORINTH MAGAZINE

An annual publication of 20-30 pages, sent to each resident’s home, is a great way to tell the whole story about current and future projects. It is an opportunity to introduce residents to City staff, illustrate real data and results, and provide context to new developments and plans.

STRATEGY #2

A

Create independent strategic plans/campaigns to dive deep into education

Some projects are simply too big to be covered underneath the umbrella of one, all-encompassing strategic plan. Projects that will involve multiple departments, span several months or years, and require significant input from the community (such as those listed below) will need their own, independent plans and/or campaigns. A separate plan will create a space to identify small details and nuances to educate the public better.

- ▶ Agora
- ▶ Broadband
- ▶ Economic Development Marketing to developers, entrepreneurs, business owners, and residents
- ▶ Recruitment
- ▶ Backup power
- ▶ Charter Amendment

STRATEGY #3



Build a culture of shared responsibility in the organization for communication to residents.

TACTICS:

DEFINE INTERNAL ROLES AND RESPONSIBILITIES

- ▶ Identify point people within each department to feed communications staff information.
- ▶ Potentially evolve into an “agency model,” further defined in the Big Idea.

CLARIFY RESPONSIBILITY AND INVOLVEMENT WITH COMMUNICATIONS DURING THE ONBOARDING PROCESS

- ▶ Show new staff members where they can find information about projects within the organization and within other departments.
- ▶ Assign new staff members a role in communication and explain the significance of the part they play.
- ▶ Introduce them to communications staff and their primary contact when sharing information.

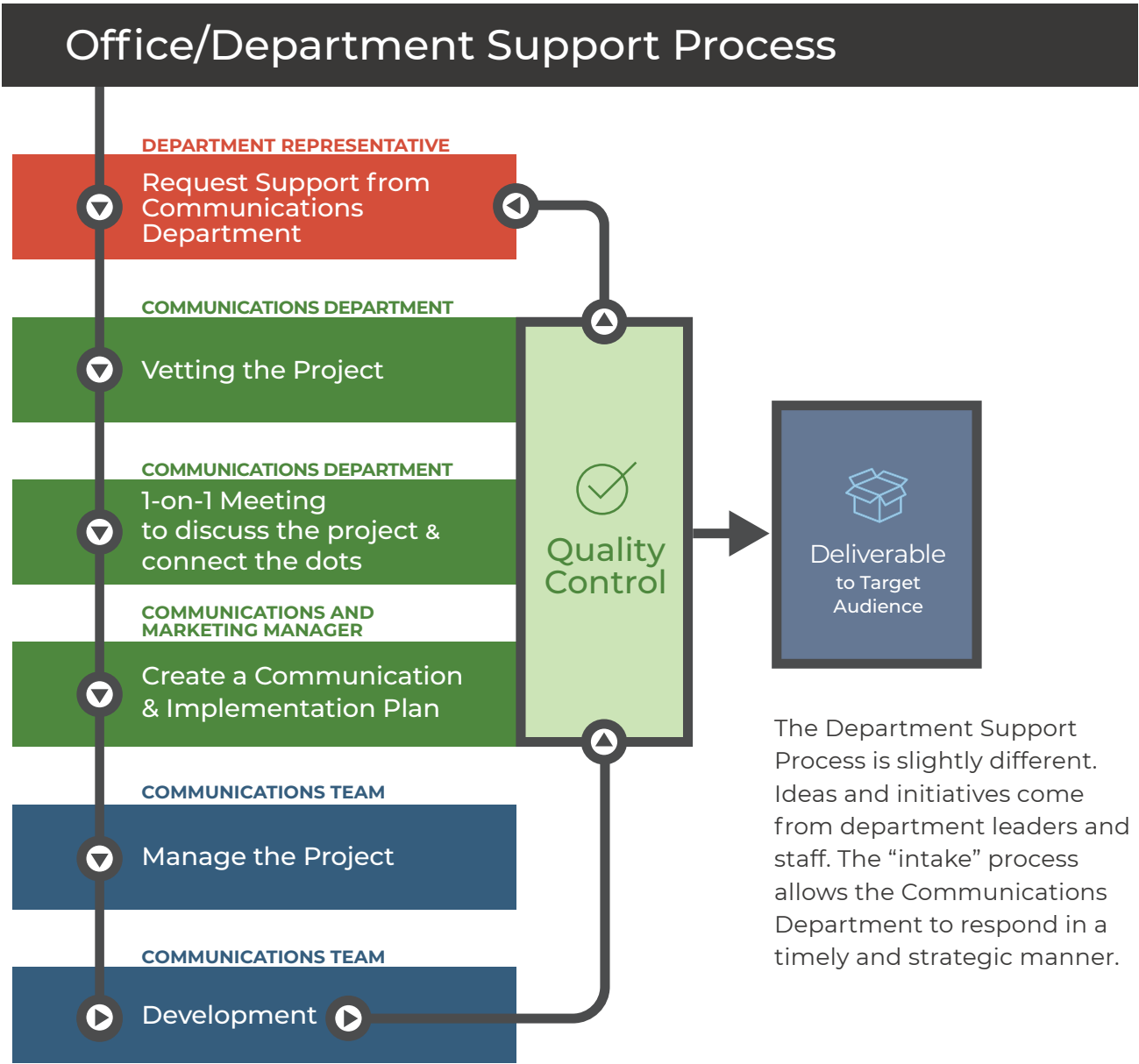
DEVELOP A LONG-TERM COMMUNICATIONS STAFFING PLAN

- ▶ Eventually, the police and fire departments will need their own PIO. Identify the path to getting to this point and what this person’s role will be and how that will change how the communications team interacts with these departments.
- ▶ Given the increased need for video production, the communications team will continue to work with IT to ensure that the videographer is readily available to capture and edit content. Check in annually to ensure the split between IT and Communications still fits the needs of the organization.

**FORMALIZE THE PROCESS OF REQUESTING SUPPORT
AND REPORTING BACK**

- ▶ Report back to departments and City leadership on a quarterly basis to help the organization better understand the value of communications, community interests, etc.





DEVELOP A CRISIS COMMUNICATIONS PLAN/CHECKLIST*

- ▶ Plan template included at the end of this strategic plan to be completed with applicable information. A centralized call center has proven vital to crisis communication and should be included in the final product.

ADD COMMUNICATIONS AS A STANDARD AGENDA ITEM AT THE DIRECTORS MEETING

- ▶ Provide updates and calls for action during this time.

CREATE A “STORYTELLERS’ GROUP”

- ▶ Representatives from each department will gather once a month to share stories and updates from their teams and service areas.

- ▶ Communications staff will also attend the storytellers’ group.
- ▶ Brainstorm unique ideas to get particularly interesting or exciting stories to the public.
- ▶ Storytellers can monitor Corinth social platforms and reshare as they are comfortable. In other words, they can take on roles similar to that of the Communications Ambassadors. By sharing information in their own networks, the City can expand their organic reach and potentially diversify their audience.

ARM FRONT-LINE STAFF WITH CONSISTENT MESSAGING AND TALKING POINTS

- ▶ Staff members that are out and about need to be on the same page about key projects or know where to send someone looking for more information. Create standard, informational one-pagers or tri-fold business cards for these staff members whenever they are working on projects that could draw questions from community members.
- ▶ Creating a template for these one-pagers will ensure the process is seamless when needed. Outline standard questions ahead of time, then plug and play the information when a new project begins.

BIG IDEA: THE AGENCY MODEL

The city organization is growing and may soon be large enough to consider adoption of an “agency model.” In this model, the core communications team acts as an agency would. Each communications staff member is assigned a few departments, and they are then responsible for knowing those departments’ updates, sharing in communications channels, and reporting back. This method can ease the workloads of staff currently trying to “do it all” as well as strengthen the individual relationships between departments and the communications department.

STRATEGY #4

B

Further segment and target residents.

TACTICS:

NIXLE SEGMENTATION AND TRAINING

- ▶ Nixle can notify residents of specific areas. Break the city into manageable sections and train the staff members most often using Nixle to inform more relevant areas.

TARGETED SOCIAL MESSAGING TO SEGMENTS

- ▶ Use Instagram to reach young families
 - Nearly **two-thirds of Instagram users are aged between 18–29**. 18- to 34-year-olds are the most active age group. Consider this audience when creating content.
 - Currently Instagram is prioritizing Reels over Stories. Maximize your reach and exposure by focusing on Reels.
 - Videos should be less than 60 seconds.
 - Post no more than 2-3 times per week.
 - Instagram will be used to help Corinth engage and educate residents, specifically those under age 34.
- ▶ Use Facebook as the primary social media tool to reach residents. Target content to an older audience.
 - Facebook is declining as the preferred tool among younger adults (18–34). The average Facebook user in the U.S. is **40.5 years old**. Consider this audience when creating content.
 - Highest engagement days on Facebook are traditionally Tuesday, Wednesday, and Friday.
 - Videos are currently the highest performing content type on Facebook, Optimal length is 15 seconds to 2 minutes.
 - Schedule posts for 2-5 times per week to allow more flexibility for the integration of specific campaigns.
 - Facebook will be used as the primary tool to help Corinth inform, engage, and involve residents older than 34.

- ▶ LinkedIn will be used to help Corinth bolster its image as a great place to work and demonstrate the community's economic potential and momentum to investors, developers and businesses.
 - Share and recognize partners and initiatives.
 - Utilize for economic development and recruiting.
 - Encourage organizational members to share and like content.
 - Post once per week, more videos than photos, and never just text.
 - Reach out to other businesses and organizations to create an expanded network.
 - Identify measurements of success and review periodically.
- ▶ Reserve a portion of the marketing budget for social media boosts and ads that are not event-related, and instead promote strategic campaigns and information.

STRATEGY #5

A B C D

Create more opportunities for connections among staff.

TACTICS:

LIVE Q&A WITH CITY MANAGER

- ▶ Stream and record a live Q&A session with Bob Hart. Employees can ask questions and interact with Bob in real-time or watch the recorded session online later. This is an opportunity for staff to hear directly from the City Manager about strategic initiatives and organizational priorities.

WELCOME NEW EMPLOYEES

- ▶ Create opportunities for staff to send personal notes or welcome messages to new hires.
- ▶ Put together Love My Corinth welcome baskets.

EMPLOYEE RECOGNITION CAMPAIGN

- ▶ Develop a peer-nominated recognition program, either monthly or quarterly, in which the selected individual's photo is shared along with a quote about why they love what they do.
- ▶ Share imagery on social, put posters up around the offices, create page on the website, spread positivity and the joy of working for the City of Corinth!

BIG IDEA: EMPLOYEE-DRIVEN TRAINING PROGRAM

Let employees connect over their passions! Once a month, employees can take a lunch hour and train those interested on any topic – it can be work-related or a hobby they do in their free time.

STRATEGY #6



Frame new growth and development as a catalyst to realize residents' vision of Corinth's future.

TACTICS:

FORMALIZED PROCESS FOR DEVELOPMENT PROJECTS

- ▶ Outline a process that includes development project timelines and checklists of standard communications items for each new project.

CREATE PROJECT HOT SHEETS

- ▶ A "hot sheet" can be just one page that gives a fast breakdown of background information, goals, key players, and where to find more information.
- ▶ To be distributed internally (staff, committees, boards) so that other staff are in the loop about other departmental projects and can communicate with residents when they are out and about.

PROVIDE BOD/EDC TOOLKITS

- ▶ This toolkit can include the project hot sheet as well as:
 - sample social media posts and encourage resharing of City posts.
 - talking points or tri-fold business cards.
 - a timeline and the main goals of the project.

IF THE PROJECT WILL REQUIRE COMMUNITY ENGAGEMENT, BUILD A ROBUST PAGE ON MYCORINTH

- ▶ All information from hot sheets
- ▶ Frequently asked questions
- ▶ Timeline and process
- ▶ End goals
- ▶ Explicitly state what the city can control and what it cannot
- ▶ Outline points at which the community can get involved (public hearings, attending board meetings, etc.)
- ▶ Work with point people of EDC and Planning and Development to ensure they do their part in keeping this information up to date

BIG IDEA: HIRE A DEDICATED PERSON TO BE THE COMMUNICATIONS PERSON

In line with the Agency Model, assign one communications person to be in charge of new growth and development communications. Their job will be to monitor the MyCorinth page, collect survey results, share information on social channels, create content (photos and videos), schedule podcast interviews, and head up an individual communication plan.



6. CRISIS COMMUNICATIONS PLAN

PURPOSE

The City of Corinth’s Crisis Communications Plan outlines the roles, responsibilities and protocols that will guide the City in promptly sharing information with the City’s audiences during an emergency or crisis.

All emergencies are not created equal. Develop a tiered response plan that offers an appropriate response level based on the scope threat using the chart below as a framework. In the Scope column, explain what circumstances would trigger the associated level response. In the Stakeholders column, identify departments that will be stakeholders in the community’s response.

LEVEL	SCOPE	STAKEHOLDERS
LEVEL 1	Level one is the highest level of crisis escalation and reflects the broadest risk of citizen and operational disruption. Examples may include a severe natural disaster, pandemic, or a cyber attack that cripples operations.	
LEVEL 2	Level two represents a moderate potential risk to citizens or an impact on government delivery. Examples may include a mild natural disaster, active shooter event, infrastructure damage (e.g., collapsed bridge), or a local business crisis (e.g., factory fire).	
LEVEL 3	Level three represents a situation that requires a coordinated municipal response, but that is unlikely to pose a health risk to citizens or severely disrupt operations. Examples may include a political controversy or a scandal that involves a highly visible public figure.	

PLAN OBJECTIVES

The guiding principle for this plan is to communicate facts as quickly as possible, update information regularly as circumstances change, to keep the Corinth community safe and to ensure the continuity of essential services.

To achieve these goals, updates should be simultaneously accurate and delivered as quickly as possible. In many crisis situations, this may mean that the official information that is shared is incomplete as events unfold. Reacting swiftly with accurate information about what is known for certain during an emergency or crisis is key to avoiding lasting damage and spreading misinformation.

The City of Corinth will use multiple platforms to reach all audiences with accurate, timely information with the goal of being accessible to all decision-makers, community members and interested parties. The City will do this while being mindful of legal and privacy concerns.

AUDIENCES

There are several important audiences for the City of Corinth to reach during emergency situations. These include staff, elected officials, community members, businesses and those in surrounding areas.

PROCEDURE

In the instance that a crisis occurs, conveying critical information is essential to ensuring community safety and allowing for appropriate decision-making in an emergency or crisis situation. A series of statements will be drafted and properly distributed across media and City of Corinth platforms in a timely manner.

THE FOLLOWING STEPS WILL BE USED TO CONVEY CRITICAL INFORMATION IN A CRISIS SITUATION	
1	Conference call with:
	City Manager – lead coordinator of crisis response, primary spokesperson, liaison to elected officials, liaison to other local governments
	City Mayor – secondary spokesperson, secondary liaison to elected officials
	City Attorney – ensure legality and limit liability of statements and communication
	City Communications Staff – crafts and distributes messages, central point of coordination for media and resident inquiries
	Police Department – to ensure appropriate coordination and updated information and public safety
	Other staff as needed, depending on the event.
2	Establish a spokesperson and key point of contact for all statements
3	Establish a point of origin and coordination with City Manager for all outgoing communications
4	Compose statements and speaking points
5	Coordinate with Mayor and elected officials
6	Distribute through existing channels prioritizing audiences as follows:
	City Council
	City staff
	City residents (direct channels)
	Local media
	Regional and national media
7	Compose a message from City Manager to City staff
8	Compose social media posts and monitor posts for needed responses

9	Craft press releases and respond to press/reporters
10	Update the website with appropriate updates
11	Craft and distribute email notifications
12	Hold press conference (if necessary)

AS IT IS IMPERATIVE TO USE ALL COMMUNICATION TOOLS AVAILABLE,
BELOW IS A CHECKLIST OF CITY COMMUNICATION OUTLETS AND LOGINS:

TOOL	LOGIN	PASSWORD	CONTACT INFO
WEBSITE			Name: Email: Phone:
EMAIL NOTIFICATIONS			Name: Email: Phone:
EMERGENCY ALERT NOTIFICATIONS			Name: Email: Phone:
SOCIAL MEDIA			Name: Email: Phone:
LOCAL MEDIA CONTACTS	Name: Email: Phone:		

INCIDENT RESPONSE TEAM

The Incident Response Team should include those individuals who need to be informed first when a crisis occurs. Such stakeholders may consist of your elected officials, human resources director, department of public works director, director of information technology, public safety officials, and director of communications. Outline the purpose of your incident response team and include a list of its members, including titles and contact information.

Name: Title: Department: Email: Phone Number:	Name: Title: Department: Email: Phone Number:
Name: Title: Department: Email: Phone Number:	Name: Title: Department: Email: Phone Number:
Name: Title: Department: Email: Phone Number:	Name: Title: Department: Email: Phone Number:

ROLES AND RESPONSIBILITIES

Regardless of threat level, identify what each department’s priorities should be during a crisis. Adjust the chart below to fit the needs of your municipal structure.

DEPARTMENT	STAKEHOLDER(S)	ROLES & RESPONSIBILITIES
ELECTED OFFICIALS		
ADMINISTRATION		
PUBLIC COMMUNICATIONS		
PUBLIC SAFETY		
HUMAN RESOURCES		
INFORMATION TECHNOLOGY		
DEPARTMENT OF PUBLIC WORKS		
FINANCE		
UTILITIES		
CLERK OR RECORDER		
PARKS AND RECREATION		

RISK ASSESSMENT

Explain that the incidence response team will collaborate on establishing the threat level from the escalation framework and establish immediate priorities. The conversation should aim to answer the following questions:

- ▶ What happened?
- ▶ Where?
- ▶ Who was affected?
- ▶ When did we learn about the incident?
- ▶ What future risk is there to citizen safety?
- ▶ What government service delivery operations, if any, will be affected, and for how long?
- ▶ Develop an emergency response and if necessary a business continuity plan.

PLAN EXECUTION

Inform impacted stakeholders about the events, communicate the emergency response and business continuity plan, and execute the plans. Include who the next-level stakeholders are and what communication channels should (or should not) be used to communicate the events and response. Outline likely action items and responsible parties below based on the given examples.

ACTION ITEMS	RESPONSIBLE PARTY
Execute emergency communication plan	Communications Department
Deploy emergency response teams	Public Safety
Establish road barriers	Department of Public Works and Public Safety



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Policy Logo Use Policy
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 checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on a Resolution of the City of Corinth establishing a City Logo Use Guide for non-city organizations; and providing an effective date.

Item Summary/Background/Prior Action

The purpose of these guidelines is to protect the City's valuable property rights inherent in the City of Corinth logo and the Agora at Corinth logo by governing its limited use by third party entities in a professional and consistent manner.

Staff submitted a formal request for trademark of the city logo and Agora at Corinth logo in the fall of 2020, and the city was granted this trademark by the Secretary of State in March 2021. This trademark, valid through 2026, gives the city the ability to monitor the use of the logo and protect the City from misuse.

Financial Impact

N/A

Staff Recommendation/Motion

Staff recommends approval of the resolution establishing the Logo Use Policy.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS ESTABLISHING A CITY LOGO USE GUIDE FOR NON-CITY ORGANIZATIONS; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth logo is the official trademark of the City and represents the City's distinctive brand and reputation; and

WHEREAS, the City Council wishes to adopt standard guidelines to govern the use of the City's logo and ancillary logos by third party entities.

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

Section 1. The above recitals are true and correct and are hereby incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The City of Corinth Logo Use Guide for Non-City Organizations, attached hereto as Exhibit A and made a part hereof, is hereby adopted by the City Council to govern the use of the City's logo and ancillary logos by non-city, third party entities.

Section 3. This Resolution shall be effective upon its adoption.

PASSED AND APPROVED, this the 3rd day of February 2022.

Bill Heidemann
Mayor

ATTEST:

Lana Wylie
City Secretary

APPROVED AS TO FORM:

City Attorney
Patricia Adams

Exhibit A

POLICY/ADMINISTRATIVE PROCEDURE/ADMINISTRATIVE DIRECTIVE

SECTION: COMMUNICATIONS & MARKETING	REFERENCE NUMBER:
SUBJECT: LOGO USE	INITIAL EFFECTIVE DATE: 02/3/2022
TITLE: LOGO USE POLICY	LAST REVISION DATE: 02/3/2022

Purpose

The purpose of these guidelines is to protect the City's valuable property rights inherent in the City of Corinth logo and ancillary logos by governing its limited use by third-party entities professionally and consistently. These guidelines are intended to standardize the application of the City of Corinth logo and ancillary logos, hereinafter referred to collectively as "logos," and protect City logos from misuse.

Policy

The City of Corinth logo is the official trademark of the City of Corinth. It represents the City's distinctive brand and reputation for excellence and innovation in municipal governance and public services. Pursuant to municipal law, City logos are exclusively used for official City business such as City communications, merchandise, facilities, signage, events, and services.

The City of Corinth logo is protected under the State of Texas Trademark Registration (#803816090). The registration is valid from March 2021-2026. With permission from the Communications and Marketing Department, there are limited circumstances under which non-City, third parties may be granted permission to use the City logos on a case-by-case basis for reproduction (e.g., website, publications, print material, email, products, and signage). Any use that falls outside of these guidelines is strictly prohibited. Any assumption of use, including past usage, is strictly prohibited.

The Communications and Marketing Department reserves the right to deviate from these guidelines in certain situations, as it deems necessary. Any questions regarding usage of the City logo should be directed to Department at 3300 Corinth Parkway, Corinth, TX 76208.

Procedure

1. Eligibility

To be eligible for consideration for use of City logos, third party entities must fill out the official request use application below, submit the completed application form, and be in compliance with the evaluation criteria listed in these guidelines.

With the exception of government agencies and public institutions, inaugural or one-time programs and events primarily sponsored by third parties that are unfamiliar to the City or without a direct collaborative history with the City are ineligible to use City logos. These parameters help the City manage community expectations and protect the City's public image by building and assessing new relationships with third party entities over time. Permission to use the City logos is a privilege and requires direct, written City approval in every case.

2. Application

Organizations or individuals requesting permission to use City logos shall submit the required application form to the Communications and Marketing Department at 3300 Corinth Parkway, Corinth TX 76208.

The submitted application shall be completed in its entirety and, at a minimum, include the following information: explanation of the proposed use of the City logos, how the City logos are proposed to appear, identification of project, and proposed scope of distribution.

3. Evaluation Criteria

The Director of Finance and Communications or their designee shall consider (as appropriate) any of the following criteria to evaluate the merits of the third-party entity's application and the City's benefits of co-branding an event or program with the third party entity:

- a) Demonstrated commitment to the City's mission, core values, City's Strategic Plan, and City's Comprehensive Plan;
- b) Impact on City core services, operations, assets, and facility resources;
- c) Financial viability;
- d) Media exposure value for key City messages;
- e) Economic impact (e.g. alternative funding sources gained for City priority programming and services);
- f) Protection of the City's best interests in the short/long term;
- g) Project timelines;
- h) Third party entity's experience, qualifications, and reputation;
- i) Communications strategy; and
- j) Other relevant criteria as determined by City staff.

4. License Agreement

Third party entities granted permission to use City logos for approved activities shall sign a separate license agreement accepting the City's terms and conditions.

Not-for-profit organizations recognized by the City, State of Texas and/or United States may be granted use of the City logos without a license fee in connection with merchandise for sale.

For-profit corporations granted permission to use the City logos in connection with merchandise for sale shall enter a license agreement and pay a license fee. The license fee is five percent of the gross sales amount of the first sale of all items bearing the City logo unless otherwise waived. The for-profit corporation shall register the City of Corinth as the point of sale for said merchandise.

5. Guidelines

The Director of Finance and Communications or their designee shall ensure the following guidelines are adhered to:

- a) Reproduction of City logos adherence with these guidelines;
- b) Submission of a pre-event copy of final artwork for approval by the City's Communications and Marketing Department;

- c) City logos do not imply endorsement or sponsorship of any kind; and
- d) Enforcement of unaccepted uses of the City logos including, but not limited to,:
 - i. Use that advocates or promotes the sale or use of tobacco, alcohol, controlled substances, firearms or weapons;
 - 1. Partnership agreements with retail, food or pharmaceutical establishments that may sell, in part, tobacco, alcohol, controlled substances, firearms or weapons (e.g., Ralph's, Target, Big 5 Sporting Goods) shall be permitted provided that the City's collaboration with such establishments may not relate to, advertise or promote the prohibited items;
 - ii. Use that promotes pornography, obscenity, indecency, or other material offensive to prevailing community standards or persons of ordinary sensibilities;
 - iii. Use that promotes adult-oriented businesses;
 - iv. Use that promotes religious messages or advocates or promotes religious beliefs;
 - v. Use to promote, or support, or in opposition to any political candidate or ballot measure;
 - vi. Use to promote or support political messages not endorsed by the City Council; and
 - vii. Use that in any way denigrates the City of Corinth, or its operation, or its officers, agents, or employees.

Improper use of City logos may result in termination of an entity's license agreement and prohibition of future use of City logos.

Request for Non-City Use of Logo

Section L, Item 12.

Date: _____

Requesting entity: _____

Individual contact name: _____ Phone: _____

Email: _____

Purpose for requesting use of City of Corinth logo: _

Length of time logo will be used/displayed/published/etc.: _____

Will use be recurring, and if so, how many times: _____

Will elements of the logo be used separately (i.e. using only the “column” graphic or the name “Corinth”, and if so which element(s) and in what way: _

Completed applications and/or any questions should be directed to the Communications and Marketing Department at 3300 Corinth Parkway, Corinth TX 76208.



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Budget Amendment - Fire Training Facility
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 checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2021-2022 budget and annual program of services to provide for the expenditure of funds to pay for the annual contribution to the fire training facility; and providing an effective date.

Item Summary/Background/Prior Action

The Annual Program of Services was adopted on September 16, 2021, by the City Council. In January 2022, the City Council approved an Interlocal Agreement with the North Central Texas College (NCTC) and the Town of Little Elm for the construction of a Fire Training Facility. The Agreement includes the annual contribution of \$30,000 by all three organizations. The annual budget adopted in September 2021 did not include the contribution to be made by the City of Corinth.

Financial Impact

The budget amendment proposes the increase of expenditures from the Fire Control, Prevention and Emergency Services District fund balance of \$30,000 for the annual contribution for the Fire Training Facility. The Fire Control, Prevention and Emergency Services District has an available fund balance of \$180,921.

Applicable Owner/Stakeholder Policy

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

Staff Recommendation/Motion

Staff recommends approval of the Ordinance amending the fiscal year 2021-22 Annual Program of services for the Fire Control, Prevention and Emergency Services District.

ORDINANCE NO. 22-02-03-**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 21-09-16-24 REGARDING THE FISCAL YEAR 2021-2022 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS TO PAY FOR THE ANNUAL CONTRIBUTION FOR THE FIRE TRAINING FACILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2021, and ending September 30, 2022 by Ordinance No. 21-09-16-24; and

WHEREAS, the current adopted budget for fiscal year 2021-2022 does not have adequate funding to pay \$30,000 for the annual contribution for the fire training facility; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the Fire Control, Prevention and Emergency Services District of \$30,000 for the annual contribution for the Fire Training Facility; and

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

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

SECTION I

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

SECTION II

Ordinance No. 21-09-16-24 the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, shall be amended as follows:

Thirty Thousand Dollars (\$30,000) shall be appropriated into the Expenditures Line Items for the Fire Control, Prevention, and Emergency Services District.

Ordinance No. 21-10-21-28

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the Fire Control, Prevention, and Emergency Services District by **\$30,000** for the annual contribution for the Fire Training Facility. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION IV

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 21-09-16-24.

SECTION V

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

SECTION VI

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

PASSED AND APPROVED ON THIS THE 3RD DAY OF FEBRUARY 2022.

SEAL

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	2/17/2022	Title:	Contract Fire Training Field - Training Tower											
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:	Focus: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder													
	Decision: <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function													
Owner Support:	<table><tr><td><input type="checkbox"/> Planning & Zoning Commission</td><td><input type="checkbox"/> Economic Development Corporation</td></tr><tr><td><input type="checkbox"/> Parks & Recreation Board</td><td><input type="checkbox"/> TIRZ Board #2</td></tr><tr><td><input type="checkbox"/> Finance Audit Committee</td><td><input type="checkbox"/> TIRZ Board #3</td></tr><tr><td><input type="checkbox"/> Keep Corinth Beautiful</td><td><input type="checkbox"/> Ethics Commission</td></tr><tr><td colspan="2">N/A</td></tr></table>				<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation	<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2	<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3	<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission	N/A	
<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 a contract between the Lake Cities Fire Department and Fire Training Structures (FTS), LLC, for the construction of a 3-story training structure located at the Fire Training Field at 2708 Shady Shores Road, in an amount not to exceed \$344,956, and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

On December 16, 2021 the City Council acted on amending the original Interlocal Agreement between the Lake Cities Fire Department (LCFD) and the Little Elm Fire Department (LEFD), from 2015, to include North Central Texas College (NCTC) for collaboration on the creation of the training field for fire personnel.

The Bullhead System is designed to be a simple and affordable 3-Story training structure for any fire department looking to add live-fire training to their safety training program. Because the System is designed for repeated use, with some basic maintenance this System will last your fire department for years to come.

The Bullhead System is designed, fabricated and built from (3) 8’ x 40’ ISO steel shipping containers and (1) 8’ x 20’ ISO steel shipping container with (2) fully insulated and enclosed 20’ burn rooms. The System is 16’ wide, 40’ in length and 25’ in height. Interior and Exterior training space may total up to 1840 sq. ft. and may be customizable.

Standard features of the Bullhead System include:

- Repeated live fire training using class ‘a’ fuel, LPG (Liquid Petroleum Gas) or a combination of both. Class ‘a’ fuel will allow for fully alterable fire behavior by varying the fuel loading and ventilation while LPG fueled fires are controlled via an enclosed control room with viewing window.
- (2) Enclosed burn locations.
- Built-in temperature monitoring system.
- Standard Door, Window, Clean-Out and Ventilation Hatches.

- Moveable Wall Partitions or Reconfigurable Maze Panels. Either set of partitions or panels can be quickly reconfigured to alter the interior layout (i.e. create rooms, hallways, etc.)
- Wall Breach.
- Standpipe and Sprinkler System.
- On-Site Training by a Certified Fire Instructor.

Optional features of the System include:

- Window Breach or Burglar Bar Prop.
- Denver or Nance Drill.
- Wall Breach or Garage Panel Cutting Prop.
- Forcible Entry, Steel Cutting Props, Horizontal or Pitched Ventilation.
- Rappelling Tower, Exterior Stairs, Active Roof Top with Interior Stairs and Crawl Tubes.
- Exterior & Interior Lighting.
- Optional 8' x 40' container to be used in lieu of the 8' x 20' container.

The Bullhead System is NFPA 1402 and OSHA Compliant and can be fully customized to meet your live-fire, confined space and rope rappelling training needs.

Financial Impact

The department's annual contribution will not change; adding NCTC to the Interlocal Agreement will result in cost savings with the design-build of the facility, being shared by three entities.

Applicable Owner/Stakeholder Policy

ILA - November 3, 2015

ILA – December 16, 2021

Staff Recommendation/Motion

Staff recommends approval of the contract with FTS for the training tower in an amount not to exceed \$344,956.00 and authorizing the City Manager to execute the necessary documents.



1005 North 50th Street
Phoenix, AZ 85008
Tel: (602) 268-6156 Fax: (602) 268-6149
Toll Free: (877) 268-8303
www.FireTrainingStructures.com

Phillip Butler

Director of Business Development

Phone (602)-268-6156

Email: Phil.B@FireTrainingStructures.com

January 25, 2022

Chief Michael Ross

Lake Cities Fire Department

3300 Corinth Parkway

Corinth, TX 762008

Phone: (940) 279-4590

Email: michael.ross@lakecitiesfire.com

Re: Lake Cities Fire Department Corinth TX Training Facility

Fire Training Structures (FTS) is the only manufacturer that fabricates the Training Facility designed specifically for Lake Cities Fire Department as detailed in the attached quote and as presented in the attached brochure. FTS is the sole authorized source (FTS does not have distributors). Some of the unique features are as follows:

- Prefabricated Containerized Construction.
- NFPA 1402 “Standard on facilities for Fire Training and Associated Props” 2019 Edition compliant. The Simulator will contain a label issued by a Nationally Recognized Testing Laboratory (NRTL) to definitively document compliance with the applicable standard.
- Incorporates (2) Class “A” Fueled Live-Fire Burn Rooms specifically designed for repeated live-fire training.
- A Steel Fabricated Reconfigurable SCBA Maze System allowing the user to create various training scenarios.
- Galvanized bar grating and an OSHA Compliant Guard Railing System with Pitched Roof Prop for Vertical Ventilation Training.



1005 North 50th Street
Phoenix, AZ 85008
Tel: (602) 268-6156 Fax: (602) 268-6149
Toll Free: (877) 268-8303
www.FireTrainingStructures.com

Re: Lake Cities Fire Department Corinth TX Training Facility

- Custom fabricated Wall Breach Prop providing enhanced training capabilities.
- Numerous features that enhance training capabilities (Void Space Prop, Standpipe System, Sprinkler System, Rappelling Tower, etc.).

If you have any questions or require additional information, please feel free to contact me.
We appreciate the opportunity along with your consideration.

Respectfully,


Phillip Butler

Fire Training Structures, LLC

SALES QUOTE

1005 North 50th Street

Date: 01-25-2022

Phoenix, AZ 85008

Quote No.: 5699-2

Tel: (602) 268-6156 Fax: (602) 268-6149

Toll Free: (877) 268-8303

Phil.B@FireTrainingStructures.com

To: Chief Michael Ross

Ship To: Same

Lake Cities Fire Department

3300 Corinth Parkway

Corinth, TX 762008

Phone: 940-279-4590

Email: michael.ross@lakecitiesfire.com

SYSTEM DESCRIPTION:

(1) Standard 3-Stack Live Fire and Confined Space USAR Training Facility.	<u>\$212,446.00</u>
Installed at Customer's Prepared Site.	
All Training Features listed on the Standard 3-Stack System included and Ready to Use. Pricing includes a 2 Day Product Orientation/Usage Course & Live Fire Training w/Certified Fire Instructor.	
SABLE OPTION: 8' x 3' x 12' Pitched Roof Ventilation Prop, Ceiling Pull Prop and active roof top on Unit #1.	\$21,500.00
SABLE OPTION: Void Space "Behind the Wall" Live Fire Prop.	\$2,565.00
SABLE OPTION: Standpipe Connection & Sprinkler System	\$2,875.00
SABLE OPTION: Premium 40' Maze System in Unit #2	\$5,850.00
SABLE OPTION: Active Rooftop with interior stairway & hatch on Unit #3	\$13,490.00
SABLE OPTION: Rappelling Tower with Caged Ladder	\$22,840.00
Continued Page 2	

System OPTION Container Unit # 4: 8' x 20' Container with interior stairway & Hatch, (1) Personnel Door, and (2) Windows may be added on top of Unit #3 to create a Bullhead Style System.	\$21,500.00
Delivery and crane service to:	<u>\$12,450.00</u>
Taxes: To Be Determined (TBD), if applicable tax rate at point of delivery will be added to quote total.	\$TBD
Total Quote for a Standard 3-Stack System with no Options:	<u>\$224,896.00</u>
Total Quote for a Standard 3-Stack System with all above options creating a Bullhead Style System with Stair System to Container #4 Rooftop :	<u>\$315,516.00</u>

ACCEPTANCE OF PROPOSED OFFER AND TERMS:

Printed Name: _____
Signature: _____
Title: _____
Date: _____

FTS Salesperson: _____
Signature: _____
Date: _____

Continued Page 3

PAYMENT, TITLE AND OWNERSHIP TERMS:

Quote good for 45 Days. Build Time is 6 to 9 Months upon receipt of Purchase Order and layout drawing approval from Customer. Build Time subject to change depending upon current workload at time of Purchase Order.

Customer will be required to complete all site work prior to installation including any and all: soil reports, compacting at site, engineering and/or environmental reports, permits or licenses required by the respective city or municipality, pouring concrete pad, and providing accessible route for delivery of System.

Changes to the System must be made in writing via email or fax. FTS accepts no responsibility for changes requested until and unless such changes are agreed to and accepted by an officer of FTS. Change orders must be approved both by Customer and FTS.

FTS will assemble and install the System on site unless specified otherwise. Install time approximately 4-5 working days.

Warranty on all workmanship and materials for 1 year from date of Install completion, provided Customer has complied with Operations & Maintenance Manual instructions and recommendations.

Customer will be invoiced 25% of the contract amount upon receipt of order, an additional 25% of the contract amount at the 50% fabrication completion level and balance of contract amount upon delivery or Installation of the System, amounts due in full within 30 days.

If the System is completed at FTS's fabrication facility, and the customer's site is not prepared for System delivery or installation, the Customer will be invoiced at 90% of the contracted amount, which will be due within 10 days. The remaining 10% will be due in full within 10 days of completion of System Installation. Customer agrees to pay 1.0% per month for all overdue balances unpaid from invoice date until paid in full.

If the Customer is not ready to accept delivery of the System upon completion, FTS will store the System free for 30 days at its facility. Storage fees will be charged at the rate of \$10/day/40' equivalent size for any System left at FTS after 30 days from completion of the System.

Notwithstanding transfer of possession of the System to Customer, possession shall be subject to the express condition that title and ownership thereto shall remain in Fire Training Structures until the purchase price is paid in full.

Continued Page 4

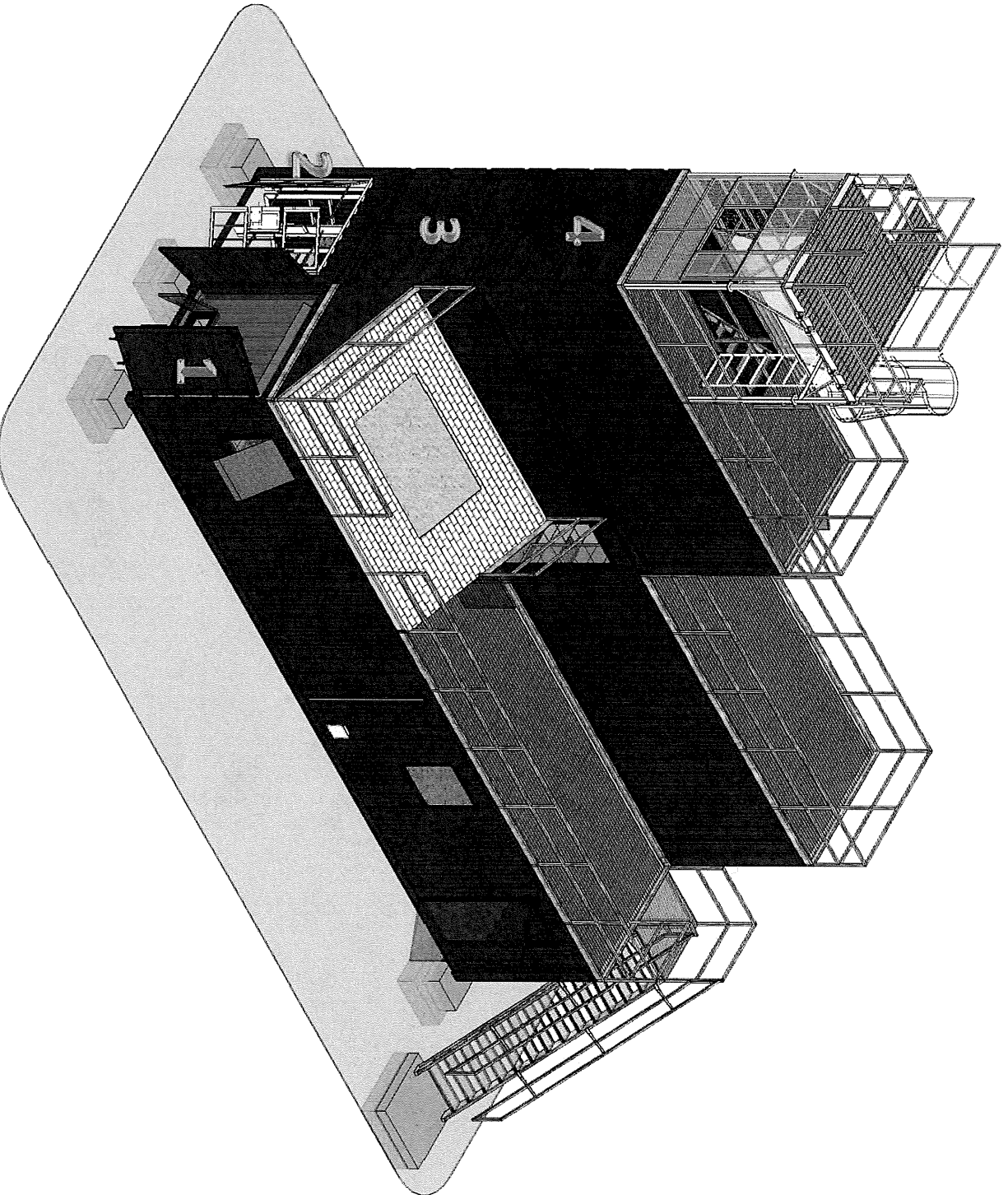
CUSTOMER IS RESPONSIBLE FOR ALL LICENSING, PERMITS, TITLING, AND ANY APPLICABLE SALES/USE TAX. This will include taxes assessed after the order has been signed.

If a Performance Bond is required, a 2.95% fee will be added to the above offered Quote.

If the Authority Having Jurisdiction (AHJ) requires a state certified contractor to perform the on-site assembly of the System, those costs will be added to the above offered Quote. If this requirement is brought forth after the contract has been executed, then Customer agrees to pay for the added costs.

This contract constitutes the entire agreement between the parties and may not be modified except in writing by authorized representatives. This contract shall be construed under the laws of the State of Arizona.

CONFIDENTIAL



- 3 – 40' CONTAINERS
- 1 – 20' CONTAINER
- 2 – BURN ROOMS
- TEMPERATURE MONITORING SYSTEM
- RECONFIGURABLE SCBA MAZE
- SHORING PROP
- WALL BREACH PROP
- INTERIOR STAIRS
- EXTERIOR STAIRS
- ACTIVE ROOF
- OSHA COMPLIANT GUARDRAIL SYSTEM
- RAPPELLING TOWER
- STANDPIPE SYSTEM
- SPRINKLER SYSTEM
- PITCHED ROOF PROP
- PERSONNEL DOORS
- DENVER WINDOW
- BEHIND THE WALL PROP



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Ordinance Election – Calling General Election
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

Consider and act on an Ordinance of the City of Corinth, Texas, calling for a Joint General Election with Denton County to be held on Saturday, May 7, 2022 for the purpose of electing one Council Member for Place 1, Place 3, and Place 4 to serve as members of the Corinth City Council for terms of two (2) years each; and authorizing the City Manager to execute any documents necessary to effectuate the intent of this Ordinance.

Item Summary/Background/Prior Action

The General Election for City Council Members is set forth by the Home Rule Charter and by the Texas Election Code and is required to be held on May 7, 2022 at which time the voters will elect persons to fill Council Member Places 1, 3, and 4.

The Texas Election Code authorizes the governing bodies of political subdivisions to hold joint elections and this Resolution orders a joint election and establishes and sets forth procedures for conducting the election.

Staff Recommendation/Motion

Staff recommends approval of the Ordinance calling a General Election for the purpose of electing City Council Place 1, Place 3, and Place 4 to the City of Corinth City Council.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 22-02-17-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ORDERING AND CALLING A JOINT GENERAL ELECTION WITH DENTON COUNTY TO BE HELD ON MAY 7, 2022 FOR THE PURPOSE OF ELECTING PERSONS TO FILL THE OFFICES OF ONE (1) COUNCIL MEMBER FOR PLACE NO. 1, ONE (1) COUNCIL MEMBER FOR PLACE NO. 3, AND ONE (1) COUNCIL MEMBER FOR PLACE NO. 4, TO THE CORINTH CITY COUNCIL, EACH FOR A TERM OF TWO YEARS; PROVIDING FOR THE INCORPORATION OF PREMISES; SPECIFYING THE DATE OF ELECTION; ESTABLISHING PROCEDURES FOR THE ELECTION; PROVIDING FOR ADMINISTRATION OF A JOINT GENERAL ELECTION BY DENTON COUNTY; PROVIDING FOR PUBLICATION AND POSTING OF NOTICE OF ELECTION; PROVIDING AN AGREEMENT WITH DENTON COUNTY; ESTABLISHING DATES FOR CANVASSING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas, (the "City"), is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Section 3.004 of the Texas Election Code, (the "Election Code"), provides that the governing body of a municipality shall be the authority to order a Joint General Election; and

WHEREAS, the City Council desires to and hereby calls a Joint General Election for the purpose of electing three (3) City Council members to the City of Corinth City Council, such election to be held as set forth by Charter and by the Texas Election Code; and

WHEREAS, the Joint General Election shall be held on May 7, 2022, at which time the voters will elect persons to fill City Council Places 1, 3, and 4 of the Corinth City Council, each for a term of two (2) years; and

WHEREAS, the Texas Election Code authorizes the governing bodies of political subdivisions to hold joint elections; and

WHEREAS, the City is entering into an Interlocal Agreement for Election Services with Denton County to provide election administration meeting the requirements of the Election Code, a copy of which agreement shall be incorporated into this Ordinance upon approval and execution by Denton County and the City; and

WHEREAS, the Joint General Election shall be conducted in accordance with the Election Code under the jurisdiction of the Denton County Elections Administrator (the "Election Administrator"); and

WHEREAS, Section 85.004 of the Election Code provides that an election order and the

election notice must state the location of the main early voting polling place; and

WHEREAS, by this Ordinance, it is the intention of the City Council to hold a joint general election, to designate early voting polling location, to set forth dates for canvassing of the Joint General Election and to establish and set forth the procedures for conducting the Election as required by the Texas Election Code and City Charter.

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

Section 1. Incorporation of Premises. The above recitals are true and correct and are hereby incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Joint General Election Called. A Joint General Election, (the “Election”), is hereby ordered and called to elect one (1) Council member to Place No. 1, one (1) Council member to Place No. 3, and one (1) Council member to Place No. 4, each to serve two (2) year terms on the City Council of the City of Corinth. The Election shall be held at the Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208, on the 7th day of May 2022, from 7:00 a.m. until 7:00 p.m.

Section 3. Application for Place on Ballot. Election Code Section 141.001, as amended, and Section 3.03 of the Corinth Home Rule Charter set forth the qualifications for a person to be eligible for a public elective office (“Qualified Persons”). Qualified Persons may file as candidates for office by filing a sworn application in the Office of the City Secretary not earlier than January 19, 2022, and not later than 5:00 p.m. on February 18, 2022 (the “Filing Period”). Applications will be accepted in the Office of the City Secretary during regular business hours during the Filing Period in accordance with the Election Code; except for February 18, 2022, on which date applications will be accepted from 7:30 a.m. until 5:00 p.m.

Section 4. Dates and Hours of Early Voting – Main Early Voting Location. The Election Administrator, Frank Phillips, shall serve as the Early Voting Clerk. Deputy early voting judges/clerks will be appointed as needed to process early voting mail and to conduct early voting. Further, the Elections Administrator and/or the Early Voting Clerk are hereby authorized to appoint the members of the Early Voting Ballot Board and the presiding judge and alternate judge in accordance with the requirements of the Election Code.

The main early voting place is located at Denton County Elections Administration, 701 Kimberly Drive, Suite A111, Denton, Texas 76208 and voting shall occur as provided herein. Early Voting hours are Monday, April 25, 2022 through Saturday, April 30, 2022 from 8:00 a.m. to 5:00 p.m.; Sunday, May 1, 2022 from 11:00 a.m. to 5:00 p.m.; and Monday, May 2, 2022 through Tuesday, May 3, 2022 from 7:00 a.m. to 7:00 p.m. Early Voting at Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208 shall occur on the same dates and times listed herein. Early voting shall be conducted by the Early Voting Clerk, at the main early voting polling location listed above.

Early voting by mail shall be conducted in conformance with the requirements of the Election Code. Ballot applications and ballots voted by mail shall be sent to: Early Voting Clerk, 701 Kimberly Drive, Suite A101, Denton, Texas 76208 (the official mailing address of the Early Voting Clerk). The voting precincts for the Election shall be designated by their respective county precinct numbers.

Early voting by personal appearance shall be conducted at the times on the dates and at the locations designated herein and on **Exhibit “A”** hereto (**described below**) in accordance with this section. Early voting location and times may be changed, or additional early voting locations may be added by the Denton County Elections Administrator without further action of the City Council or amendment to this Ordinance, as is necessary for the proper conduct of the Election.

Section 5. Governing Law and Qualified Voters. The Election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 6. Publication and Posting of Notice of Election. Notice of the election shall be given as required by the Election Code, and the Charter of the City of Corinth. Notice shall be provided by posting a notice containing a substantial copy of this Ordinance in both English and Spanish at Corinth City Hall on the bulletin board used for posting notices of the meetings of the City Council and by publication of such notice one time in a newspaper of general circulation published within the City; the date of the publication to be not earlier than the 30th day or later than the 10th day before the Election day. The notice shall contain information as provided by the Election Administrator regarding polling places and early voting and such other matters as required by law.

Section 7. Denton County to Conduct Election / Election Contract. The Election shall be conducted in accordance with the Election Code under the jurisdiction of the Denton County Elections Administrator (the “Election Administrator”), pursuant to an Election Services Contract between the City and Denton County, and other participating entities, if any, as described therein, (the “Contract”), a copy of which Contract shall be incorporated herein as **Exhibit “A”** upon its final approval and execution by the City. Voting shall be by electronic method.

The Mayor, the City Manager or designee, is authorized to amend or supplement any and all contracts for the administration of the Election and any Special Election, including without limitation the Election Services Contract, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Election Administrator and in accordance with the Election Code. In the event that no election is necessary, the City Secretary shall notify the County and shall present the City Council a Resolution or Ordinance cancelling the election.

Section 8. Canvass of Election. Pursuant to Section 67.002 of the Election Code, the City Council will canvass the election not earlier than May 10, 2022, and not later than May 18, 2022. Notice of the time and place for canvass shall be posted on the official bulletin board of the City in the same manner as required by the Open Meetings Act for City Council meetings in accordance with Chapter 551 of the Local Government Code.

Section 9. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Election Code or other applicable law in carrying out and conducting the election, whether or not expressly authorized herein.

Section 10. Severability. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions

of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 11. **Effective Date.** This Ordinance shall be effective upon its adoption.

PASSED AND APPROVED this 17th day of February 2022.

CITY OF CORINTH

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

**EXHIBIT “A”
JOINT ELECTION AGREEMENT
BETWEEN THE CITY OF CORINTH, TEXAS AND DENTON COUNTY**

Incorporated by Reference Upon Approval and Execution by the City of Corinth



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Election Charter Amendments
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

Consider and act on an Ordinance of the City of Corinth calling for a Joint Special Election with Denton County to be held on Saturday, May 7, 2022, for the purpose of submitting to the qualified voters of the City propositions relating to amendments to the Corinth Home Rule Charter; and authorizing the City Manager to execute any documents necessary to effectuate the intent of this Ordinance.

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. Currently the mayor, place 2 and place 5 are elected in odd years and places 1, 3, and 4 are elected in even years. The charter change would include a transition provision from two-year terms to three-year terms by place as follows:

Office	Last Elected	Term Expires	If Pass/ in 2022 Election – Election Year in Which 3rd year will apply	Next Election Year	No. of Years in Term	Term Expires	Next Election Year	Term Expires
Mayor	2021	2023	2023		3 years	2029	2032	2035
Place 1	2020	2022	2024	2024	3 years	2027	2030	2033
Place 2	2021	2023	2025	2025	2 years	2028	2031	2034
Place 3	2020	2022	2024	2024	1 year	2025	2028	2031
Place 4	2020	2022	2024	2024	3 years	2027	2030	2033
Place 5	2021	2023	2023	2026	3 years	2029	2032	2035

2. Proposed Modification: That the position of mayor pro-tem be formally established in the charter, with the appointment pursuant to the council policy (and currently by the mayor).

Financial Impact

The estimated cost of a run-off election is \$20,000.

Staff Recommendation/Motion

Approve Ordinance calling for a Joint Special Election with Denton County to be held on Saturday, May 7, 2022, submitting to the qualified voters propositions relating to Corinth Home Rule Charter amendments, and authorizing the City Manager to execute the necessary documents.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 22-02-17-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ORDERING AND CALLING A JOINT SPECIAL ELECTION BETWEEN THE CITY OF CORINTH, TEXAS (“CITY”) AND DENTON COUNTY (“COUNTY”) TO BE HELD ON MAY 7, 2022 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF CORINTH PROPOSITIONS RELATING TO THE AMENDMENT OF THE HOME RULE CHARTER FOR THE CITY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AN ELECTION NOTICE; PROVIDING FOR THE ADMINISTRATION OF A JOINT ELECTION AND APPROVAL OF A JOINT CONTRACT FOR ELECTION SERVICES WITH COUNTY; PROVIDING FOR THE DATE OF ELECTION AND PURPOSES OF ELECTION; PROVIDING BALLOT LANGUAGE FOR THE CHARTER AMENDMENTS ELECTION WITH TWO PROPOSITIONS AND PROVIDING BALLOT LANGUAGE ON MEASURES; DESIGNATING POLLING PLACE AND HOURS FOR ELECTION DAY; PROVIDING FOR THE COMPENSATION OF ELECTION JUDGES AND CLERKS; PROVIDING THE METHOD OF VOTING; PROVIDING GOVERNING LAW; DEFINING QUALIFIED VOTERS; REQUIRING POSTING OF NOTICE; PROVIDING FOR EARLY VOTING; PROVIDING FOR DELIVERY OF RETURNS; PROVIDING FOR CANVASSING OF RETURNS AND NECESSARY ACTIONS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Election Code (hereinafter the "Code") establishes the first Saturday of May as a Uniform Election Date for the purposes of conducting a General or Special Election; and

WHEREAS, the City Council desires to order and call a Special Election to submit certain measures, as more specifically identified herein, to the qualified voters of the City; and

WHEREAS, pursuant to Section 9.001 of the Texas Local Government Code and Article 11, Section 5 of the Texas Constitution, the City of Corinth, Texas (the “City”) is authorized to adopt or amend a municipal charter; and

WHEREAS, the City’s first Home Rule Charter was adopted by the residents of Corinth at an election held on May 1, 1999 and the Charter was subsequently amended pursuant to an election on May 7, 2016 (hereinafter “Charter”); and

WHEREAS, after a review of the Charter, City Council has determined it appropriate to submit the proposed Charter amendments set forth below to the qualified voters at the May 7, 2022 election, that date being more than two years after the last amendment to the City’s Charter; and the next available general election date which allows sufficient time to comply with all legal requirements and which date is later than the 30th day after the adopting of this Ordinance; and

WHEREAS, the City Council finds that each Charter proposition covers one subject and that the ballot language provided is prepared so that the voters may approve or disapprove one or more of the amendments without being required to approve or disapprove all of the amendments; and

WHEREAS, the City Council desires to hold a joint election with Denton County and to enter into a Contract for Election Services whereby the special election will be administered by the Denton County Elections Administrator; and

WHEREAS, by the passage of this Ordinance, it is the intention of the City Council to (i) hold a special election regarding the amendment of the Charter; (ii) designate the polling places for early voting, (iii) appoint the Denton County Elections Administrator as the entity responsible for conducting the election, (iv) establish and set forth that this shall be a joint election with the County of Denton, and (v) authorize a Contract for Election Services to conduct the joint election.

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

SECTION 1
INCORPORATION OF PREMISES

All of the above premises are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2
PURPOSE OF ELECTION

The purpose of the Joint Special Election is to hold an election on a measure; to wit: various amendments to the City's Home Rule Charter adopted May 6, 1999 and amended on May 7, 2016. Voters shall be permitted to vote "For" or "Against" each of the proposed Charter amendments.

SECTION 3
BALLOT LANGUAGE ON MEASURES; PROPOSED AMENDMENTS TO THE CITY CHARTER

The official ballots for the Special Election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote for or against the adoption of proposed amendments to the City's Home Rule Charter. At the Election, the proposed Charter amendments will be on the ballot by subject so that a "FOR" or and "AGAINST" vote is allowed on each Proposition. Voters shall be permitted to vote "FOR" OR "AGAINST" each of the following Propositions:

3.01 PROPOSITION NO. 1

Three Year Council Term; An amendment to Article I, Section 1.01, Article III, Sections 3.01, 3.04, and Article VII, Sections 7.04, and 7.05 of the City of Corinth Home Rule Charter providing that the Council which consists of five (5) Councilmembers, each elected to occupy a Place, and a Mayor, shall all be elected at large for staggered terms of three (3) years each; providing that beginning with the May, 2023 election, the terms of office for the Mayor and Council Place 5 shall be three (3) years each and continuously thereafter, each shall have terms of three (3) years; providing that

beginning with the May 2023 election, the term of office for the Council Place 2 shall be for two (2) years and continuously thereafter, Place 2 shall have a term of three (3) years; providing that beginning with the May, 2024 election, the terms of office for Council Place 1 and Council Place 4 shall be three (3) years each and continuously thereafter, each shall have terms of three (3) years; providing that beginning with the May 2024 election, the term of office for the Council Place 1 shall be for one (1) year and continuously thereafter, Place 1 shall have a term of three (3) years; providing that candidates who receive a majority of votes cast for a Place or for the Mayoral seat shall be declared elected and requiring a special election in the event a candidate fails to receive a majority of the votes cast at an election; providing for the automatic resignation if the Mayor or a Council member files to become a candidate for another public office; providing that a vacancy in the office of the Mayor or Councilmember shall be filled by special election held within 120 days after a vacancy occurs and that such term of office shall be for the remainder of the vacated; providing that in the event a vacancy occurs on the City Council and the remainder of the unexpired term is 12 months or less, the Council may fill that vacancy by majority vote; removing the reference to “plurality” vote as a basis for election to office; and providing terms for a runoff election in the event of a tie or lack of a majority vote.

[] FOR

[] AGAINST

If this Proposition is approved by the majority of voters voting on this Proposition at Election, Article I, Section 1.01, Article III, Sections 3.01(B), 3.01(C), 3.01(D), 3.01(E), and Sections 3.04(A)(4), 3.04(B) and 3.04(C), Article VII, Sections 7.04(B) and 7.05 of the City Charter shall be amended in accordance with the language as set forth below (revisions being voted upon noted with additions in bold and deletions with strike through) and all section not specifically amended shall remain in effect as set forth in the City’s Charter.

ARTICLE I FORM OF GOVERNMENT AND BOUNDARIES

SECTION 1.01 FORM OF GOVERNMENT

Municipal government for the City of Corinth shall be a council – manager form of government. Except as otherwise provided by this Charter and the Constitution and laws of the State of Texas, all powers conferred on the City shall be exercised by a City Council to be composed of five (5) Councilmembers and a Mayor, elected **at-large** by the qualified voters of the entire city for terms of ~~two (2) years~~ **three (3) years, or until their successors have been elected and take office in accordance with State law and Article III of this Charter. Each Councilmember shall be elected to and occupy a Place on the Council with such Places being numbered Place 1 through Place 5.**

ARTICLE III THE CITY COUNCIL

SECTION 3.01 NUMBER, SELECTION AND TERM

A. ...

B. All members of the City Council shall be elected at-large to serve two-year three-year, staggered terms or until their successors have been elected and take office as provided in Section 3.04 of this Charter. Mayor and Council Places 1 through 5 shall be elected as follows:

1. Mayor and Council Place 5. Beginning at the May, 2023 election and continuously thereafter, the term of office for Mayor and Council Place 5 shall be for three (3) years each.

2. Council Place 2. Beginning at the May, 2023 election, the term of office for Council Place 2 shall be for two (2) years, and continuously thereafter, the term of office for Council Place 2 shall be for three (3) years.

3. Council Place 1 and Council Place 4. Beginning at the May, 2024 election, the term of office for Council Place 1 and for Council Place 4 shall be for a term of three (3) years each, and continuously thereafter, the term of office for Council Place 1 and Council Place 4 shall be for three (3) years each.

4. Council Place 3. Beginning at the May, 2024 election, the term of office for Council Place 3 shall be for a term of one (1) year, and continuously thereafter, the term of office for Council Place 3 shall be for three (3) years.

C. The Mayor shall:

- 1. Be elected at large by majority vote;**
- 2. Be presiding officer of the Council;**
- 3. Vote only in cases of ties;**
- 4. Require a vote of a majority of all members of the Council if the Mayor objects to a proposed ordinance;**
- 5. Recommend appointments to boards & commissions; and**
- 6. Represent the City in ceremonial functions.**

~~D. The Mayor and two (2) Councilmembers, Places 2 and 5, shall be elected in odd-numbered years. Three (3) Councilmembers, Places 1, 3, and 4, shall be elected in even-numbered years.~~

~~E. D. Each Councilmembers shall be elected at large by Place a majority vote of the votes in municipal elections and shall occupy a Place on the Council.~~

E. The candidate for election to the office of Mayor who receives a majority of votes cast for all candidates for such office at the municipal election shall

be declared elected. The candidate for election to each Place on the Council, who receives a majority of the votes cast for all candidates for such Place at the municipal election, shall be declared elected. In the event that a candidate fails to receive a majority of the votes cast as required by this Section, a special election shall be ordered by the City Council in accordance with Section 7.05 of this Charter, the Texas Constitution and the Texas Election Code.

3.02. PROPOSITION NO. 2

Mayor Pro Tem; An amendment to Article III, Section 3.01 adding Section 3.01(F) providing that the City Council shall take action to appoint one of its members to serve as Mayor Pro Tem in accordance with the terms of a written policy adopted by the City Council; providing that such appointment shall occur at the first regular meeting after each general election for office; and providing that the Mayor Pro Tem shall perform the duties of the Mayor in the absence or disability of the Mayor.

[] FOR
[] AGAINST

If this Proposition is approved by the majority of voters voting on this Proposition at Election, Article III, Section 3.01 of the City Charter shall be amended to add Section 3.01(F) in accordance with the language as set forth below (revisions being voted upon noted with additions in bold and deletions with strike through) and all section not specifically amended shall remain in effect as set forth in the City's Charter.

ARTICLE III THE CITY COUNCIL

SECTION 3.01 NUMBER, SELECTION AND TERM

...

F. Mayor Pro Tem. The City Council shall take action to appoint one of its members to serve as Mayor Pro Tem in accordance with a policy adopted by the City Council. The Mayor Pro Tem shall perform all the duties of the Mayor in the absence or disability of the Mayor. Appointment of the Mayor Pro Tem shall take place at the first regular meeting of the Council after each general election for office of the City Council or as soon thereafter as practicable.

SECTION 4 **ELECTION NOTICE**

The City Council hereby orders the City Secretary to publish notice of this Election in a newspaper of general circulation in the City with such notice meeting all requirements of State law and Charter. In addition to complying with all the requirements of state law, including without limitation, the Texas Election Code, as required by the Texas Local Government Code, the notice shall include a substantial copy of the proposed amendments, shall be published on the same day in each of two successive weeks, with the first publication occurring not earlier than the 30th day but before the 14th day before the date of the election, and shall include an estimate of the anticipated fiscal impact to the City if the proposed amendment(s) are approved at the Election.

SECTION 5
ADMINISTRATION OF JOINT ELECTION AND APPROVAL OF JOINT ELECTION
AGREEMENT

The City Council hereby calls a joint Special Election with Denton County for the purposes further described herein to be held in accordance with this Ordinance. The Election, including early voting, delivery of ballots and preservation of election records, shall be administered by the Denton County Elections Administrator, who shall have the responsibility to conduct the election as set forth in the Contract for Election Services between the City and Denton County as further described in this Section.

The Election shall be conducted in accordance with the Texas Election Code under the jurisdiction of the Denton County Elections Administrator (the "Election Administrator"), pursuant to an Election Services Contract between the City and Denton County, and other participating entities, if any, as described therein, (the "Contract"), a copy of which Contract shall be incorporated herein as **Exhibit "A"** upon its final approval and execution by the City. Voting shall be by electronic method.

The Mayor, the City Manager or designee, is authorized to execute, amend or supplement any and all contracts for the administration of the Election, including without limitation the Election Services Contract, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Election Administrator and in accordance with the Election Code.

SECTION 6
DATE OF ELECTION

It is hereby ordered that a joint Special Election (the "Election") shall be called in and throughout the City of Corinth **on May 7, 2022**, such date being a uniform election date as defined in Section 41.001 of the Texas Election Code (the "Code"). Pursuant to Section 9.004 of the Texas Local Government Code, the Election shall occur on or after the thirtieth (30th) day after this ordinance ordering the Election is adopted. The Election shall be held for the purposes set forth in **Section 3** of this Ordinance.

SECTION 7
MAIN CITY POLLING PLACE AND
AND HOURS FOR ELECTION DAY

The main polling place located within the City is located at and voting shall occur as provided herein. In accordance with Section 41.031(a) of the Code, such polling places shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of the Election.

SECTION 8
COMPENSATION OF THE JUDGE AND CLERKS

Compensation of all Judges and Clerks providing services during the election shall be in accordance with the terms specified in Exhibit "A". Any payment referred to in this Section shall not exceed the maximum amounts set forth in the Texas Election Code.

SECTION 9

METHOD OF VOTING

The County Election Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the election. Voting at the Election shall be by use of electronic system ballots. Preparation of the official ballots for the Election shall conform to the requirements of the Texas Election Code, and in so doing shall permit the voter to vote for or against each proposed amendment to the City Charter.

SECTION 10

GOVERNING LAW; QUALIFIED VOTERS

The Election shall be held in accordance with the Constitution of the State of Texas, the Texas Local Government Code, and the Texas Election Code, and all resident, qualified electors of the City shall be eligible to vote at the election. Election materials shall be printed in both English and Spanish for use at the polling place and for early voting for the Election.

SECTION 11

POSTING OF NOTICE

The City Council hereby orders the City Secretary to publish notice of this Election in a newspaper of general circulation in the City with such notice meeting all requirements of State law and Charter. In addition to complying with all the requirements of state law, including without limitation, the Texas Election Code, as required by the Texas Local Government Code, the notice shall include a substantial copy of the proposed amendments, shall be published on the same day in each of two successive weeks, with the first publication occurring not earlier than the 30th day but before the 14th day before the date of the election, and shall include an estimate of the anticipated fiscal impact to the City if the proposed amendment(s) are approved at the Election.

Notice of the Election shall be given by posting a Notice of Election in both English and Spanish at the Corinth City Hall, on the bulletin board or other location used for posting notices of the meetings of the City Council Notice at least once on a date not earlier than the 30th day or later than the 10th day before election day as provided in Section 4.003(a)(1) of the Texas Election Code.

In addition to complying with all the requirements of state law, including without limitation, the Texas Election Code, as required by the Texas Local Government Code, the notice shall include a substantial copy of the proposed Charter amendments, shall be published on the same day in each of two (2) successive weeks, with the first publication occurring not earlier than the 30th day but before the 14th day before the date of the election, shall include an estimate of the anticipated fiscal impact to the City if the proposed amendment is approved at the Election and such amendments shall contain only one subject in accordance with the propositions set forth herein.

Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit which complies with the requirements of the Texas Election Code. In addition, a copy of the notice shall also be filed with the City Secretary as required by law.

SECTION 12

EARLY VOTING

The Election Administrator, Frank Phillips, shall serve as the Early Voting Clerk. Deputy early voting judges/clerks will be appointed as needed to process early voting mail and to conduct early

voting. Further, the Elections Administrator and/or the Early Voting Clerk are hereby authorized to appoint the members of the Early Voting Ballot Board and the presiding judge and alternate judge in accordance with the requirements of the Election Code.

The main early voting place is located at Denton County Elections Administration, 701 Kimberly Drive, Suite A111, Denton, Texas 76208 and voting shall occur as provided herein. Early Voting hours are Monday, April 25, 2022 through Saturday, April 20, 2022 from 8:00 a.m. to 5:00 p.m.; Sunday, May 1, 2022 from 11:00 a.m. to 5:00 p.m.; and Monday, May 2, 2022 through Tuesday, May 3, 2022 from 7:00 a.m. to 7:00 p.m. Early Voting at Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208 shall occur on the same dates and times listed herein. Early voting shall be conducted by the Early Voting Clerk, at the main early voting polling location listed above.

Early voting by mail shall be conducted in conformance with the requirements of the Election Code. Ballot applications and ballots voted by mail shall be sent to: Early Voting Clerk, 701 Kimberly Drive, Suite A101, Denton, Texas 76208 (the official mailing address of the Early Voting Clerk). The voting precincts for the Election shall be designated by their respective county precinct numbers.

Early voting by personal appearance shall be conducted at the times on the dates and at the locations designated herein and on **Exhibit “A”** hereto (**described below**) in accordance with this section. Early voting location and times may be changed, or additional early voting locations may be added by the Denton County Elections Administrator without further action of the City Council or amendment to this Ordinance, as is necessary for the proper conduct of the Election.

SECTION 13

DELIVERY OF RETURNS

Election returns shall be processed in accordance with Exhibit “A”.

SECTION 14

CANVASSING OF RETURNS

In accordance with the requirements set forth in the Texas Election Code, the City Council shall convene an open meeting to canvass the returns of the Election.

SECTION 15

NECESSARY ACTIONS

The Mayor, City Council, and City staff, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and all other applicable laws in carrying out and conducting the Election, whether or not expressly authorized herein.

SECTION 16

CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions of Ordinances of the City of Corinth, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 17
SEVERABILITY CLAUSE

It is hereby declared to be the intent of the City Council of the City of Corinth that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 18
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication in accordance with law.

PASSED AND APPROVED by the City Council of the City of Corinth, Texas this 17th day of February 2022.

Bill Heidemann
Mayor

ATTEST:

Lana Wylie
City Secretary

[SEAL]

APPROVED AS TO FORM:

Patricia A. Adams
City Attorney

EXHIBIT “A”

Election Services Contract between the City of Corinth and Denton County

Incorporated By Reference Upon Approval and Execution by the City of Corinth



CITY OF CORINTH

Staff Report

Meeting Date:	2/17/2022	Title:	Appointment Planning & Zoning Chair/Vice Chair
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:	<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 The Planning & Zoning Commission nominated Wade May to serve as Chair and Cody Gober to serve as Vice-Chair in the Planning & Zoning Commission meeting held on November 15, 2021.		

Item/Caption

Consider and act upon the recommendation of the Planning & Zoning Commission to appoint Wade May as Chair and Cody Gober as Vice Chair for the 2021-2022 term.

Item Summary/Background/Prior Action

At their November 15, 2021, meeting, the Planning & Zoning Commission voted unanimously to recommend Commissioner Wade May as Chair and Commissioner Cody Gober as Vice Chair for the 2021-2022 term.

Staff Recommendation/Motion

Staff recommends approval of the appointment of Wade May to serve as Chair and Cody Gober to serve as Vice-Chair of the Planning & Zoning Commission.