

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, October 21, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

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

B. CALL TO ORDER

C. WORKSHOP AGENDA

1. Discuss options for the streetlight system.
2. Discuss the status of potential broadband providers.
3. Receive a report and hold a discussion on the Enterprise Vehicle Lease Program.
4. Continue discussion and provide staff direction on preliminary draft language amending the text of the Unified Development Code (UDC) Section 4.02.11 - Screening Requirements for Residential and Nonresidential Properties where Nonresidential Construction Abuts Residential Zoning Classification specific to masonry wall requirements by adding provisions to permit alternative design options for consideration in accordance with Section 2.10.02 - Alternative Compliance.
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.

D. ADJOURN WORKSHOP

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

F. PROCLAMATIONS AND PRESENTATIONS

1. Recognize October 2021 as National Community Planning Month.

G. 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.

H. 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 approval of minutes from the October 7, 2021, City Council Meeting

3. Consider authorization of payment to Lake Cities Municipal Utility Authority in the amount of \$44,988 for the purpose of water interconnection referenced in the Interlocal agreement dated August 25th 2016 and \$39,891 necessary upsizing and improvements related to the wastewater lift station referenced in the Interlocal Agreement dated June 7th 2019, for a total amount of \$84,879 as provided for in the Capital Improvements Fund.
4. Consider authorizing the purchase of park maintenance equipment (fence guards, goals, netting, batter boxes) in an amount not to exceed \$105,000 throughout the year using BuyBoard and authorizing the City Manager to execute any necessary documents.

I. BUSINESS AGENDA

5. Consider and act on an Ordinance of the City of Corinth authorizing the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, Series 2021A; levying an annual ad valorem tax and providing for the security and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.
6. 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 expenditure of funds for the purchase of property within the Transit Oriented District; and providing an effective date.
7. Consider and act on a Resolution of the City of Corinth authorizing submission of transportation project recommendations, pertaining to Shady Shores Road, to Denton County for a future bond election.
8. Consider and act on a Resolution of the City of Corinth authorizing participation in the Global Opioid Settlement as set forth in the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet.

J. 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.

K. CLOSED SESSION

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

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

- a. Consider and take appropriate action to ratify the termination of the Interlocal Agreement between the City of Corinth and the City of Lake Dallas.
- b. C&JJ Investments, LLC v. City of Corinth, Cause No. 21-5053-431, (431st Judicial District, Denton County, Texas).

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

a. City Manager goals and evaluation.

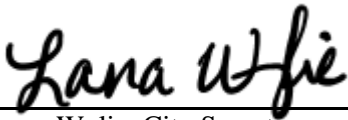
Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which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

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

M. ADJOURN

Posted on this 15th day of October 2021, at 11:30 A.M., on the bulletin board at Corinth City Hall.



Lana Wylie, City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	10/21/2021	Title:	Review Streetlight System Options								
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:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Planning & Zoning Commission</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Parks & Recreation Board</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Finance Audit Committee</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Keep Corinth Beautiful</td> <td style="border: none;"><input type="checkbox"/> Ethics Commission</td> </tr> </table> 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
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation										
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<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3										
<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission										

Item/Caption

Discuss options for the streetlight system.

Item Summary/Background/Prior Action

Within the City limits of Corinth, there are approximately 1,066 streetlights. Currently, the City owns approximately 200 streetlights, and Oncor owns approximately 866 streetlights. The City and Tanko Streetlighting, Inc. (Tanko) entered into an agreement to explore ownership of the Oncor owned streetlights. An initial step of this process was to conduct an appraisal of the streetlight system. Tanko, on the City’s behalf, engaged an independent, disinterested third party to perform the appraisal. There was no immediate cost to the City for the appraisal.

By acquiring the streetlight system, the City would gain autonomy over the streetlight system and will result in significant savings and financial benefit for the community. Additionally, by acquiring the streetlight system, the City will be able to improve maintenance, provide more timely repairs, increase resident safety, and establish a consistent and intentional streetlight design.

The initial step in the process is to engage Oncor with an offer to commence negotiations.



CITY OF CORINTH Staff Report

Meeting Date:	10/21/2021	Title:	Update Broadband Providers
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

Discuss the status of potential broadband providers.

Item Summary/Background/Prior Action

The “Lake Cities” received six responses to the RFP for broadband. The four managers have initiated a high-level review. All of them look complete. Technology-wise, it seems to be a mix of hybrid and fiber solutions. The six companies are:

- Allero Telecom
- CityFront
- Mesh++
- Particle Communication
- Pavlov Media
- Sprocket Network

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	10/21/2021	Title: Update Enterprise Vehicle Lease Program
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

Receive a report and hold a discussion on the Enterprise Vehicle Lease Program.

Item Summary/Background/Prior Action

In 2017, the City of Corinth began utilizing Enterprise Fleet Management as a turn-key program designed for municipalities to finance and manage the replacement of the city’s fleet. The program is designed to manage the purchase of vehicles in a manner that would not create a burden on the city’s operating budget. Staff will be providing an overview of the vehicle lease program.

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	10/21/2021	Title:	Amendment UDC Section 4.02.11 - Screening Requirements for Residential and Nonresidential Properties
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 Click to enter recommendation/decision of supporting group.		

Item/Caption

Continue discussion and provide staff direction on preliminary draft language amending the text of the Unified Development Code (UDC) Section 4.02.11 - Screening Requirements for Residential and Nonresidential Properties where Nonresidential Construction Abuts Residential Zoning Classification specific to masonry wall requirements by adding provisions to permit alternative design options for consideration in accordance with Section 2.10.02 - Alternative Compliance.

Item Summary/Background/Prior Action

At the October 7, 2021 City Council Workshop Session, Council discussed the possibility of amending the UDC Section 4.02.11 to permit an alternative option to the strict requirement that all nonresidential construction abutting residentially zoning classifications install a 6’ masonry wall along the property line. To achieve this, such an option would be considered under Section 2.10.02- Alternative Compliance against the established evaluation criteria for review.

Staff presented several example design alternatives to the masonry wall requirement that may be appropriate in certain instances considering character of a property or area, and unique site conflicts, or where it is not a “best practice” to require a masonry wall given the uniqueness of the situation and proposed site design. For example, Enterprise, where the strict application of the masonry wall requirement created a “no man’s land” between a masonry wall an existing fence line/tree line on the abutting residential boundary. It was also discussed that alternative options may be appropriate for consideration where interconnectivity among land uses is desired to promote walking and a more urban development pattern, such as the area envisioned for Agora at Corinth.

Alternative design options discussed included the possibility of permitting opaque vegetative screens (living screen), berms, combination of masonry wall, decorative metal with vegetative screen, or perhaps no screening requirement based on uniqueness of an area e.g., Agora where the interconnectivity of uses and walkability may be impeded by the strict requirement to install a masonry wall.

Further, it was discussed whether to permit the Alternative Compliance option city-wide and to all nonresidential uses or to limit it to certain areas (east of I-35/Agora at Corinth area) and nonresidential use types more commonly associated with interconnections between residential neighborhoods. It was directed that staff explore drafting a text amendment that could be applied city-wide and to all uses with the understanding that “opacity” for vegetative screening (living screens) would be defined.

Staff asked Council members to complete a “homework assignment” over two-week period (*between city council meetings*) to take notice (*formulate their visual preference*) of the various types of screening (walls, fences, berms, landscape screens, or no screening) that separate “nonresidential uses” from residential developments. What are their likes and dislikes and how do the different types of design separations feel when imagining the future development and mix of uses in Agora at Corinth?

Other

Preliminary draft language will be presented at the October 21, 2021 Workshop Session to facilitate discussion and confirm direction for staff with regards to setting a public hearing of the Planning and Zoning Commission to consider this UDC text amendment and provide a recommendation to the City Council.

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	10/21/2021	Title:	Proclamation National Community Planning Month
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 checked="" 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

Recognize October 2021 as National Community Planning Month.

Item Summary/Background/Prior Action

Each October, the American Planning Association (APA) invites cities to participate in the National Community Planning Month. The City of Corinth seeks to participate in this annual event by issuing a proclamation.

Staff Recommendation/Motion

N/A



NATIONAL COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Corinth; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Corinth and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2021 is hereby designated as **Community Planning Month** in the City of Corinth in conjunction with the celebration of National Community Planning Month.

Adopted this _____ day of _____, 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, Interim City Secretary



CITY OF CORINTH
Staff Report

Meeting Date:	10/21/2021	Title: Minutes Approval of Meeting Minutes
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<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 minutes from the October 7, 2021, City Council Meeting

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, October 07, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 7th day of October 2021, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lana Wylie, City Secretary
Patricia Adams, City Attorney
Jerry Garner, Police Chief
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Glenn Barker, Public Works Director
Elise Back, Economic Development Director
George Marshall, City Engineer
Michelle Mixell, Planning and Development Manager
Shea Rodgers, Chief Technology Officer
Lance Stacy, City Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

1. Review planned activities and work assignments for the Pumpkin Palooza Festival.

The item was presented and discussed.
2. Receive a report, hold a discussion, and provide staff direction regarding License to Carry holders and meetings subject to the Open Meetings Act.

The item was presented and discussed.
3. Receive a report, hold a discussion, and provide staff direction on drafting a potential amendment to the Unified Development Code (UDC) Section 4.02.11.C - Screening Requirements for Residential and

Nonresidential Properties where Nonresidential Construction Abuts Residential Zoning Classification, specific to masonry wall requirements.

The item was presented and discussed.

4. Receive a report, hold a discussion, and provide staff direction on the proposed opioid settlement.

The item was presented and discussed.

5. Receive a report, hold a discussion, and provide staff direction on Home Rule Charter amendments.

The item was presented and discussed.

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

Item 4 was discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 7:00 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 7:07 P.M.

CITIZENS COMMENTS

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

No comments were made.

CONSENT AGENDA

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

1. Consider and act on minutes from September 16, 2021, City Council meeting.
2. Consider authorizing the purchase of a GapVax sewer vacuum truck in an amount not to exceed \$390,030 through the BuyBoard and authorizing the City Manager to execute any necessary documents.
3. Consider authorizing the purchase of a E. H. Wachs valve trailer in an amount not to exceed \$69,819 through the BuyBoard and authorizing the City Manager to execute any necessary documents.
4. Consider and act on a Park and Trail Dedication Money-in-Lieu-of Land Option in the amount of \$9,350.00 for the Tower Ridge Single Family Addition, consisting of 17 single family residential lots and two X lots on ±3.691 acres situated in the E. Marsh Survey, Abstract Number 833. (PARK21-0001).

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

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

BUSINESS AGENDA

- 5. Consider and act on a Resolution nominating candidate(s) to the Denton Central Appraisal District Board of Directors.

Motion made by Mayor Pro Tem Burke to nominate Richard Weir from the Finance Audit Committee as a candidate to the Denton Central Appraisal District Board of Directors, seconded by Council Member Henderson.

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 appreciated Ms. Mixell's presentation and thanked those who attended the State Farm ribbon cutting. Denton County Judge Eads and Commissioner Bobbie Mitchell will speak at the Chamber luncheon on Wednesday, October 13th at 11:30 A.M.

Mayor Heidemann thanked Public Safety for their participation in National Night Out.

Mayor Heidemann recessed the Regular Meeting at 7:14 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.

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

- a. C&JJ Investments, LLC v. City of Corinth, Cause No. 21-5053-431, (431st Judicial District, Denton County, Texas)
- b. The City of Corinth v. Ken Paxton, Attorney General, State of Texas, No. D-1-GN-21-003267 (419th Dist. Ct., Travis County, Tex.)
- c. Interlocal Agreements; Mutual Aid Agreements; Governmental Services

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

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

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

- a. Project Agora

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

Mayor Heidemann recessed the Closed Session at 8:42 P.M. and reconvened into the Regular Session Meeting.

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 8:42 P.M.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	10/21/2021	Title:	Contract Payment to LCMUA Water & Wastewater
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 authorization of payment to Lake Cities Municipal Utility Authority in the amount of \$44,988 for the purpose of water interconnection referenced in the Interlocal agreement dated August 25th 2016 and \$39,891 necessary upsizing and improvements related to the wastewater lift station referenced in the Interlocal Agreement dated June 7th 2019, for a total amount of \$84,879 as provided for in the Capital Improvements Fund.

Item Summary/Background/Prior Action

In August 2016 the City of Corinth entered into an interlocal agreement with Lake Cities Municipal Authority (LCMUA) for the purpose of an emergency water interconnection between the two water systems. This is possible because the agencies both obtain water from the Upper Trinity Regional Water District (UTRWD). The initial location was to be along FM 2181 near the public safety building, however due to costs, the project was not constructed. Further evaluation between LCMUA and Corinth determined a second site at the intersection of Parkridge & Turbeville. This was under design and the agencies were working on obtaining necessary easements for the location of the metering vault. During this same time, the Lennon Development near the southeast corner of FM 2181 and Parkridge began development. Through evaluation by the agencies, it was determined that the best location for the water interconnect would be to connect this new development in LCMUA’s service area to a waterline stub that was constructed as part of the Parkridge Drive roadway improvements. This stub was extended to the east side of the road during that project and thus a more cost effective location for the water interconnect. LCMUA proceeded to work through a developer agreement to have the waterline, vault and appurtenances installed during the utility installation process. This work is outlined in the attached document related to water interconnect. This work totals \$44,987.78.

In June 2019 the City of Corinth entered into an interlocal agreement with LCMUA for the purpose of connecting wastewater service from Corinth into the LCMUA Lift Station on Sycamore Bend Drive (south of Parkridge). This agreement outlines various steps that would be necessary to reserve capacity for the City of Corinth within the LCMUA wastewater system. The City of Corinth agreed to and LCMUA engaged an engineer to design a gravity wastewater line from the southern City of Corinth limit to an existing gravity sewer line on Sycamore Bend. During this same time, the

Steeplechase Phase 3 development was moving forward with construction. Said construction would limit the future ability for upgrades to the lift station site, and therefore LCMUA proceeded to enter into a development agreement for the purposes of installing the necessary wastewater appurtenances at the lift station site. This amount totals \$39,891.21

While City Staff was not expecting to move so fast with this construction, as there is not a current benefit to the City, Staff recognizes that LCMUA was acting in good faith with due regard for limiting future costs associated to the improvements at the lift station site.

Additionally, the primary driver for the need for wastewater capacity is related to the properties at the southwest corner of FM 2181 and Parkridge. Several development prospects have been looking at these sites as high density residential whereas during the wastewater analysis with LCMUA, it was assumed these properties would be developed as low density residential. If high density residential is sought, the best course of action for the City of Corinth would be to install our own Lift Station that can serve these parcels on their own. The original benefit to the City of Corinth was going to be the ability to delay the cost of improvements. Should the properties be developed in a fashion unlike low density residential, the ability to tie into LCMUA wastewater system becomes unnecessary.

Financial Impact

\$44,987.78 for water interconnect

\$39,891.21 for wastewater improvements

\$84,878.99 Total.

Staff Recommendation/Motion

Staff recommends authorizing the payment of \$84,879 to LCMUA as provided for in the Capital Improvements Fund.

From: manderson@belcheff.com
Sent: Monday, October 4, 2021 10:40 AM
To: 'Devin Shields'; George Marshall
Cc: 'Mike Fairfield'; 'Kate Boatler'; 'Rome Barnes'; alewis@belcheff.com
Subject: LCMUA Water and Sanitary Sewer Participation
Attachments: [Steeplechase P3 Facilities Agreement.pdf](#)

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.

Devin – pursuant to the facilities agreement between LCMUA and Centurion, Rome has requested reimbursement from LCMUA in the amount of \$77,388.78 for the following water and sewer improvements completed as a part of Phase III Steeplechase:

1. LCMUA overizing participation on the 12” WL crossing under Turbeville Road was \$17,772.57 (Section 2.4.4)
2. Total Cost of the Sanitary Sewer components installed by the Developer was \$59,616.21

Please recall the following cost share breakdown between Corinth and LCMUA for the sewer components.

ILA Section	Project Component	Steeplechase Contract Amt.	LCMUA	Corinth
2.1.1.2	6" Totalizing Flow Meter	\$15,225.00	100.0%	0.0%
2.1.2.2.2	10/12" Force Main (Partial)	\$9,000.00	50.0%	50.0%
2.1.2.2.3	LCMUA Gravity Sewer Line Imp. 12" (Partial)	\$35,391.21	0.0%	100.0%
	Total SS Improvements	\$59,616.21	\$19,725.00	\$39,891.21

George M. – will this email suffice as LCMUA’s reimbursement request to Corinth in the amount of \$39,891.21 for the City’s calculated share of the sewer components – or is additional information required?

Please let me know if you have any questions.

Thank You,

Michael Anderson, P.E.
 Belcheff & Associates, Inc.
 1660 Keller Parkway, Suite 103
 Keller, TX 76248
 TBPE Reg. No. F-368

817-431-1800 (Office)

STATE OF TEXAS § FACILITIES AGREEMENT FOR STEEPLECHASE SOUTH
COUNTY OF DENTON § RESIDENTIAL DEVELOPMENT, PHASE 3, TOWN OF HICKORY
§ CREEK, TEXAS

This Agreement (“Agreement”) is made by and among Lake Cities Municipal Utility Authority (“LCMUA”) and CTMGT Turbeville, LLC, (“Developer”), acting by and through their duly authorized representatives.

RECITALS

WHEREAS, Developer is the owner of the real property in Denton County, Texas described in Exhibit “A” (the “Property”); and

WHEREAS, Developer agrees to design, construct, and install certain water and sewer facilities and improvements as set forth in Exhibit “C” (the “Facilities”) for the benefit of the Property; and

WHEREAS, LCMUA agrees to provide water and wastewater services to the Property.

WHEREAS, LCMUA agrees to participate in the cost of oversizing and/or construction of certain on/off-site water and sewer improvements necessary for providing water and sewer service to the development, said cost not to exceed \$77,388.78; and *RO*

WHEREAS, Developer intends to convey the Facilities and related easements to LCMUA following substantial completion of the Facilities and acceptance by LCMUA for the operation and maintenance of water and sanitary sewer utilities servicing the Property; and

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I
Definitions

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facilities; (ii) all necessary permits for the construction of the Facilities pursuant to the respective plans therefore have been issued by all applicable governmental authorities; and (iii) grading of the land has commenced.

“Completion of Construction” shall mean: (i) the Facilities have been substantially completed in accordance with the respective Construction Documents; and (ii) LCMUA has accepted the Facilities.

“Construction Documents” shall mean the plans and specifications submitted for the design, installation and construction of the Facilities, as approved by LCMUA.

“Developer” shall mean CTMGT Turbeville, LLC, a Texas limited liability company.

“Developer’s Engineer” shall mean Halff Associates, Inc. or other engineer designated by Developer.

“Effective Date” shall mean the last date of execution of this Agreement.

“Facilities” shall mean those certain water and sewer facilities and improvements as set forth in Exhibit “C,” and as contained in the Engineering Construction Plans for Steeplechase South Addition Phase Three, Town of Hickory Creek, Denton County, Texas, March 3, 2020, as prepared by Robert Gossett, PE, Halff Associates, Inc. and approved by LCMUA (the “Engineering and Construction Plans for Steeplechase South Addition Phase Three”).

“LCMUA” shall mean Lake Cities Municipal Utility Authority.

“LCMUA Engineer” shall mean LCMUA’s Engineer or designee.

“Property” shall mean the real property described in Exhibit “A”

“Town” shall mean the Town of Hickory Creek, Denton County, Texas.

Article II Water and Sewer Facilities

- 2.1 Developer agrees to construct and install the Facilities in accordance with the plans and specifications attached hereto as Exhibit “C,” as contained in the approved Engineering and Construction Plans for Steeplechase South Addition Phase Three; all applicable rules, regulations, standards, General Requirements of Development, and policies of LCMUA, as amended; and all federal, state, and local laws that are applicable to development of this Property. Developer shall be responsible for all construction costs, materials, testing and engineering, except as provided by Sections 2.4.4.a and 2.5.3.a herein. Developer further agrees to pay all fees required by Town and LCMUA under adopted ordinances and resolutions.
- 2.2 Plans and Specifications.
- 2.2.1 Developer’s Engineer shall design and develop for approval by LCMUA detailed plans and specifications for construction of the Facilities in conformity with the applicable rules, regulations, standards, and General Requirements of Development of LCUMA, as amended.

2.2.2 The parties acknowledge that LCMUA's design specifications and General Requirements of development are merely minimum standards. Developer's engineer may recommend additional technical requirements to design Facilities sufficient for local conditions; Developer agrees to include such design requirements in the Facilities specifications where warranted.

2.2.3 Developer shall submit the plans and specifications for the Facilities to LCMUA for review and approval prior to the commencement of construction of the Facilities.

2.3 Commencement of Construction.

2.3.1 Prior to Commencement of Construction, Developer agrees to:

- a. Submit a maintenance bond and Developers Security as set forth herein;
- b. Submit and attain LCMUA's Engineer's approval of at least four sets of construction plans. LCMUA will retain two sets and return two or more sets, if available, to Developer;
- c. Pay all required fees to LCMUA as set forth in Section 2.1 herein and Exhibit "D" attached hereto;
- d. Furnish to LCMUA proof of insurance that meets the requirements set forth in Exhibit "B";
- e. Attend a pre-construction meeting with Developer's contractors and LCMUA; and
- f. Furnish to LCMUA a list of all subcontractors and suppliers that will be providing a value of greater than \$1,000.00 (One Thousand Dollars) to the Facilities.

2.3.2 Commencement of Construction shall not begin before LCMUA approves the final Construction Documents, including approval of water quality, and certifies that all appropriate Fire Code requirements are satisfied and street signs with street names are in place (temporary all-weather metal signs securely fastened in the ground are acceptable until permanent street signs are installed). LCMUA may delay connection of buildings to service lines or water mains constructed under this Agreement until said water mains and service lines have been completed to the satisfaction of and accepted by LCMUA.

2.3.3 If Developer awards a construction contract, Developer agrees to employ a construction contractor who is approved by LCMUA, and which approval shall

not be unreasonably withheld, said contractor to meet LCMUA's requirements and legal requirements for being insured, licensed and bonded to do work within public streets or easements and to be qualified in all respects to bid on water and sewer projects of a similar nature.

2.4 On Site Water Facilities.

- 2.4.1 LCMUA agrees to provide temporary water service at Developer's request and expense, for construction, testing and irrigation purposes only, to the Property, even though sanitary sewer service may not be available. Developer agrees to bear all costs for said service.
- 2.4.2 Developer agrees to complete installation of all water utilities within the street and/or the right-of-way prior to Commencement of Construction on any specific section of street in which the Facilities have been placed or for which they are programmed.
- 2.4.3 The parties agree that in every construction project a decision later may be made to realign a line or service after Commencement of Construction. Developer agrees to advise LCMUA's Engineer as soon as possible upon identifying such a need and to work cooperatively with LCMUA's Engineer to make such change in a manner that will be least disruptive to street construction or stability.
- 2.4.4 LCMUA shall be responsible for oversizing participation associated with the following on/off-site water facilities:
 - a. A calculated portion of the total project cost for the proposed 12" WL-5 Sta. 0+00 to 2+35.39 as shown on Sheet C4.01 totaling 236 LF, for a total amount not to exceed \$17,772.57, calculated as the cost differential between the required 8" WL costs and those associated with installation of a 12" WL per the LCMUA Water System Master Plan.

2.5 On Site Sewer Facilities

- 2.5.1 Developer agrees to complete installation of all sewer utilities within the street and/or right of way prior to Commencement of Construction on any specific section of street in which facilities have been placed or for which they are programmed.
- 2.5.2 The parties agree that in every construction project a decision later may be made to realign a line or service after Commencement of Construction. Developer agrees to advise LCMUA's Engineer as soon as possible upon identifying such a need and to work cooperatively with LCMUA's Engineer to make such change in a manner that will be least disruptive to street construction or stability.

- 2.5.3 LCMUA shall be responsible for the construction costs associated with the following on/off-site sewer facilities:
- a. Proposed sanitary sewer improvements as shown on Sheet C5.03 – to include a proposed 12” force main (180 LF), a 12” gravity WW-3 (227 LF) sewer line, and sanitary sewer manhole with meter and conduit and wiring to control panel/SCADA RTU, for a total amount not to exceed \$59,616.21.

2.6 Erosion Control.

- 2.6.1 During construction of the Facilities, Developer agrees to keep areas beyond the authorized work areas free from soil build-up. Developer agrees to use customary soil control measures, such as those included in the *NCTCOG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, Division 1000 EROSION AND SEDIMENT CONTROL*, as well as measures required by the Texas Commission on Environmental Quality to prevent soil erosion.
- 2.6.2 Developer shall present to LCMUA’s Engineer a Storm Water Pollution Prevention Plan (SWPPP) for the Property. LCMUA shall not authorize any work to proceed on the Facilities constructed pursuant to this Agreement until LCMUA’s Engineer has approved the SWPPP.

2.7 Acceptance and Fees.

- 2.7.1 LCMUA shall inspect and approve the construction of the Facilities and collect all applicable fees as shown on the Fee Schedule attached hereto as Exhibit “D.” LCMUA will not issue a letter of acceptance for the Facilities until they are completely constructed (final completion) to the reasonable satisfaction of LCMUA’s Engineer and the General Manager.
- 2.7.2 Developer agrees to transfer and convey to LCMUA clear and unencumbered title to the Facilities, upon LCMUA’s final acceptance of the Facilities. Title to the Facilities shall vest in LCMUA, and Developer shall relinquish any right, title or interest in and to the Facilities or any part thereof. LCMUA shall have no responsibility in connection with the Facilities until the letter of acceptance is issued and LCMUA accepts the Facilities.
- 2.7.2 Prior to final acceptance of the Facilities and related easements, Developer shall provide to LCMUA three copies of record drawings of the Facilities and associated easement, showing the water and sewer facilities as actually constructed, of which one set shall be on Mylar reproducible sheets. Such drawings will be stamped and signed by a registered professional civil engineer. Developer also agrees to provide electronic files (in *.dwg and *.pdf formats) showing the subdivision platting, general building layout, grading plan and

drainage area map, the plan and profile of the sanitary sewers, storm drains, roadways and waterlines; all lot lines, and on the NAD 83 Coordinate System.

- 2.8 Dedication and Construction. Developer hereby agree that all easements dedicated to LCMUA and all Facilities constructed pursuant to this Agreement are reasonably necessary to serve the development and are roughly proportional to the need generated by the development for such land and facilities. Developer hereby acknowledges its right to seek a waiver or variance to the dedication and/or construction requirements and that it has voluntarily chosen not to pursue such remedies; and Developer waives any claim for a taking of property, or any other constitutional or statutory claim for the taking of property, that it may have under either the Texas or United States Constitutions or statutes. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said dedication and/or construction are related both in nature and extent to the impact of the development on LCMUA’s infrastructure.
- 2.9 Development Standards. To the extent it does not conflict with any provision herein, LCMUA’s *General Requirements for Development* dated September 2017 shall apply to the development of the Property and the construction of the Facilities.

Article III
Annexation

If applicable, no later than sixty (60) days after the Effective Date, Developer agrees to file with LCMUA a legally sufficient Voluntary Petition for Annexation for annexation of the Property into the LCMUA territorial boundaries that complies with local, state, and federal laws. Developer agrees to cooperate with LCMUA in the annexation process and provide all documents reasonably requested by LCMUA to accomplish annexation, such cooperation not to be unreasonably withheld.

Article IV
Bond Requirements

- 4.1 Prior to Commencement of Construction, Developer agrees to provide to LCMUA two originals of the following:
 - 4.1.1 A good and sufficient maintenance bond in an amount equal to one hundred percent of the estimated total cost of the Facilities, guaranteeing the maintenance in good condition of the Facilities for a period of two (2) years from and after the date that a letter of acceptance is issued by LCMUA indicating that the Facilities have been completed by Developer and accepted by LCMUA.
 - 4.1.2 To guarantee satisfactory performance of this Contract and substantial completion of the public water and sewer facilities contained herein, the Developer will

provide LCMUA with an upfront payment covering one hundred percent (100%) of the actual bid amount of the public water and sewer facilities and inspection fees.

- 4.2 Developer may furnish LCMUA one or more irrevocable letters of credit, a cash deposit, or a certificate of deposit in lieu of the bonds required in Section 4.1. Any instrument guaranteeing payment shall be in a form reasonably acceptable to LCMUA's attorney and subject to LCMUA's attorney's approval, which approval will not be unreasonably withheld.
- 4.3 Each of the bonds described in Section 4.1 shall be in a form reasonably acceptable to LCMUA's attorney and subject to LCMUA's attorney's approval, which approval will not be unreasonably withheld.
- 4.4 The bonds must be issued by a Best-rated surety company that is duly authorized to transact business in the State of Texas; however, LCMUA retains the right to reasonably reject any surety company regardless of such company's qualifications or authorization to do business in Texas if the company does not have a resident agent and/or the surety does not meet the requirements of the Texas Insurance Code.
- 4.5 The value of the performance bond, letters of credit or cash escrow will reduce at a rate consistent with the amount of work that has been completed by Developer and accepted by LCMUA. Each request for reduction or payment of escrow funds must be accompanied by lien release(s) executed by all subcontractors and/or suppliers prior to the release of escrow funds or reduction in value of the account.

Article V
Term and Termination

- 5.1 Term. The term of this Agreement shall commence on the last date of execution hereof (the "Effective Date") and shall continue until all parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.
- 5.2 Termination.
 - 5.2.1 This Agreement may be terminated by the mutual written agreement of the parties. Either party may terminate this Agreement if the other party breaches any of the terms and conditions of this Agreement, and such breach is not cured by such party within sixty (60) days after receipt of notice thereof. Notice shall be delivered at the address listed herein.
 - 5.2.2 Work performed under the Agreement shall be completed within two years from the Effective Date. In the event the work is not fully completed within this two-year period, this Agreement shall automatically terminate. However, LCMUA may, at its election, draw on the performance bond, Letter of Credit, or other

security provided by Developer and complete such work at Developer's expense, provided however, that if the construction under this Agreement has commenced within the two year period, LCMUA may agree to renew the Agreement with such renewed Agreement to be in compliance with LCMUA's rules, regulations, design standards, General Requirements of Development, and policies in effect at that time.

- 5.3 If either party should breach any provisions of this Agreement, or commences any proceeding, voluntary or involuntary, or that any proceeding has been commenced against either party involving bankruptcy, insolvency, reorganization, liquidated or dissolution of either party or that any receiver has been appointed for the benefit of creditor, a breach of this Agreement shall be deemed to have occurred. In such event, the non-breaching party shall give the breaching party notice of the breach and the action necessary to cure the breach and the date, which shall be not less than 30 days, by which the breach must be cured. If the breaching party does not cure the breach within the time specified, the non-breaching party may: if Developer is the breaching party: (i) terminate the Agreement and withdraw the escrowed funds or draw down on the irrevocable letter of credit, or bonds, (ii) deny connection of buildings on property owned by Developer to service lines or water mains, and (iii) file this instrument in the Mechanic's Lien records of the County as a Mechanic's lien against Developer's property, or if LCMUA is the breaching party, terminate the Agreement and request reimbursement of funds expended towards the completion of the project. In addition, each party shall have all remedies available by law.

Article VI
INDEMNIFICATION

- 6.1. **DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND LCMUA, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION OF THE FACILITIES, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO LCMUA PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS IN THE CONSTRUCTION OF THE FACILITIES BY DEVELOPER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES. IN THIS REGARD, DEVELOPER AGREES TO INDEMNIFY LCMUA, ITS OFFICERS AND EMPLOYEES FOR ANY DAMAGES, CLAIMS OR LIABILITIES ARISING**

FROM THE CONCURRENT (BUT NOT SOLE) NEGLIGENT ACT OR OMISSION, OF LCMUA, ITS OFFICERS AND EMPLOYEES.

- 6.2 Notwithstanding any provision to the contrary, approval by LCMUA’s Engineer, General Manager or other LCMUA employee of any plans, designs or specifications submitted by Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility and liability by LCMUA for any defect in the design and specifications prepared by Developer’s engineer, its officers, agents, servants or employees, it being the intent of the parties that approval by LCMUA Engineer or the General Manager signifies LCMUA’s approval on only the general design concept of the Facilities.
- 6.3 Developer expressly acknowledges that by entering into this Agreement, Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this Agreement as waiving any of the requirements of any other rule, regulation, design standard, or policy of LCMUA, except as herein agreed upon.

**Article VII
Miscellaneous**

- 7.1 Release. Upon the full and final satisfaction by LCMUA and Developer of their respective obligations contained herein, LCMUA and Developer shall execute and record in the Deed Records of Denton County, a release of LCMUA and Developer from their obligations set forth herein.
- 7.2 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.
- 7.3 Notice. All notices required by this Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery. Said notice shall be deemed received three days thereafter if sent by mail or on the day actually received if hand delivered.

IF INTENDED FOR LCMUA, TO:

Attn: Mike Fairfield, General Manager
 LCMUA
 501 N. Shady Shores Rd.
 Lake Dallas, TX 75065
 940.497.2926 - Fax

WITH COPIES TO:

Attn: Kimberly R. Lafferty
 Lafferty Law Firm, PLLC
 3100 Independence Parkway
 PMB 239, Suite 311
 Plano, TX 75075
 972.905.3811 - Fax

IF INTENDED FOR DEVELOPER, TO:

WITH COPIES TO:

Attn: Mehrdad Moayed
CTMGT Turbeville, LLC
1221 N. Interstate 35-E , Ste. 200
Carrollton, TX 75006

Attn: Ike Shupe
Shupe Ventura Lindelow & Olson, PLLC
500 Main Street, Ste. 800
Fort Worth, TX 76102

- 7.4 Successors and Assigns. All obligations and covenants of Developer under this Agreement shall be binding on Developer, its successors and permitted assigns. Developer may not assign this Agreement without the prior written consent of LCMUA’s General Manager, which will not be unreasonably withheld.
- 7.5 Legal Construction. 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 other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 7.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- 7.7 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas.
- 7.8 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
- 7.9 Recordation of Agreement. A copy of this Agreement shall be recorded in the Deed Records of Denton County, Texas.
- 7.10 Covenants Run With Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Developer and each and every subsequent owner of all or any portion of the Property but only during the term of such party’s ownership thereof (except with respect to defaults that occur during the term of such person’s ownership) and shall be binding on all successors, heirs, and assigns of Developer which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any

part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property. Notwithstanding the foregoing, this Agreement shall impose no obligation on and shall not bind any party who purchases from Developer a home constructed by Developer on an individual platted residential lot located on the Property.

- 7.11 Recitals. The recitals to this Agreement are incorporated herein.
- 7.12 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- 7.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED on _____, 2020.

LAKE CITIES MUNICIPAL UTILITY AUTHORITY

By: _____
Mike Fairfield, General Manager

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2020 by Mike Fairfield, General Manager of Lake Cities Municipal Utility Authority, on behalf of LCMUA.

Notary Public, State of Texas

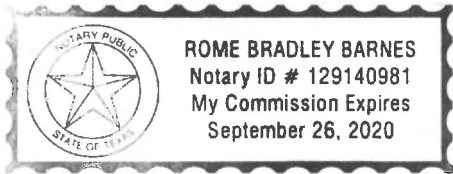
EXECUTED on March 12, 2020.

CTMGT TURBEVILLE, LLC

By: [Signature]
Mehrdad Moayedi, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on March 12, 2020
by Mehrdad Moayedi, Manager of CTMGT Turbeville, LLC, a Texas limited
liability corporation, on behalf of said limited liability corporation.



[Signature]
Notary Public, State of Texas

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT A

EXHIBIT B

REQUIREMENTS FOR DEVELOPER'S CONTRACTOR'S INSURANCE

I. Contractor's Insurance

A. Without limiting any of the other obligations or liabilities of Developer, Developer, or Developer's contractor, (hereinafter called "Contractor") during the term of the Agreement, shall purchase and maintain the following minimum insurance coverages with companies duly approved to do business in the State of Texas and satisfactory to LCMUA. Developer shall provide LCMUA proof of said coverage. Coverage shall be of the following types and not less than the specified amounts:

1. Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to LCMUA; employer's liability insurance of not less than the minimum statutory amounts.

2. Commercial general liability insurance, including premises- operations; independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for injury to or death of LCMUA's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, broad form property damage, with minimum limits as set forth below:

General Aggregate	\$2,000,000
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Products-Components/Operations Aggregate.	\$1,000,000
Personal and Advertising Injury	\$ 1,000,000
(With Employment Exclusion deleted)	
Each Occurrence	\$1,000,000
Contractual Liability:	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and ECU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Completion of Construction.

3. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), and \$500,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

4. Owner's Protective Liability Insurance:

- (i) Developer, or Developer's Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under the contract between the Contractor and Developer, an Owner's protective liability insurance policy naming LCMUA as insured for property damage and bodily injury, which may arise in the prosecution of the work or Contractor's operations under the contract.
- (ii) Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries Developer or Contractor's liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.

5. "Umbrella" Liability Insurance: Developer shall obtain, pay for and maintain umbrella liability insurance during the term of the Contract between the Contractor and Developer, insuring Contractor for an amount of not less than **\$5,000,000 per occurrence combined** limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

II. Policy Endorsements

A. Each insurance policy to be furnished by Developer under this Agreement shall include the following conditions by endorsement to the policy:

1. Name LCMUA and LCMUA Engineer as an additional insured as to all applicable policies;

2. Each policy shall require that thirty (30) days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to LCMUA by certified mail. If the policy is canceled for nonpayment of premium, only ten (10) days written notice to LCMUA is required;

3. The term "LCMUA" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of LCMUA and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of LCMUA;

4. The policy phrase "other insurance" shall not apply to LCMUA or LCMUA Engineer where LCMUA is an additional insured on the policy.

III. Special Conditions

A. Insurance furnished by Developer shall be in accordance with the following requirements:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Developer. LCMUA's decision thereon shall be final;

2. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and

3. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

B. Developer agrees to the following:

1. DEVELOPER WAIVES SUBROGATION RIGHTS FOR LOSS OR DAMAGE AGAINST LCMUA AND ITS ENGINEER AND AGREES TO INCLUDE THIS PROVISION IN ITS CONTRACT WITH ITS CONTRACTORS. INSURERS SHALL HAVE NO RIGHT OF RECOVERY OR SUBROGATION AGAINST LCMUA, IT BEING THE INTENTION THAT THE INSURANCE POLICIES SHALL PROTECT ALL PARTIES TO THE CONTRACT AND BE PRIMARY COVERAGE FOR ALL LOSSES COVERED BY THE POLICIES;

2. Companies issuing the insurance policies and Developer shall have no recourse against LCMUA or its Engineer for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of Developer;

3. Approval, disapproval or failure to act by LCMUA regarding any insurance supplied by Developer shall not relieve Developer of full responsibility or liability for damages and accidents as set forth in this Agreement. Neither shall bankruptcy, insolvency or denial of liability by the insurance company exonerate Developer from liability;

4. Deductible limits on insurance policies exceeding \$10,000 require approval of LCMUA;

5. Any insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby;

6. Developer shall require Contractor to provide notice of any actual or potential claim or litigation that would affect required insurance coverage to LCMUA and its Engineer in a timely manner;

7. Developer agrees to require Contractor to either require its Subcontractors to maintain the same insurance coverage and limits as specified for Developer or coverage of Subcontractors shall be provided by the Contractor; and

8. Prior to the effective date of cancellation of any policy, Developer shall deliver to LCMUA and its Engineer a replacement certificate of insurance or proof of reinstatement.

EXHIBIT C

DESCRIPTION OF ON-SITE WATER/SEWER FACILITIES

EXHIBIT D

FEE SCHEDULE

The fees included on this schedule are based on an approved and attached construction contract for water and sewer facilities to be dedicated to LCMUA.

1. Plan review, as calculated in LCMUA's *General Requirements for Development*, dated September 2017.
2. Inspection (3%) calculated from attached proposal (applicable portions only) from Owner-Contractor Agreement for Wet Utilities dated February 4, 2020, between CTMGT Turbeville, LLC and THB Construction, LLC.
 - a. On-site water $\$339,216.07 * 3\% = \$ 10,176.48$
 - b. On-site sanitary sewer $\$26,450.00 * 3\% = \793.50

Total Estimated Inspection Fees to be paid by developer **\$10,969.98**, fees shall be reconciled with actual construction costs upon completion of the project.



RESOLUTION NO. 2019-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAKE CITIES MUNICIPAL UTILITY AUTHORITY APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE CITY OF CORINTH FOR THE TRANSPORTATION AND DELIVERY OF WASTEWATER TO THE UPPER TRINITY REGIONAL WATER RECLAMATION PLANT.

WHEREAS, Lake Cities Municipal Utility Authority (LCMUA) operates wastewater collection facilities serving the City of Lake Dallas, Town of Shady Shores, and the Town of Hickory Creek; and

WHEREAS, the City of Corinth (CORINTH) operates wastewater collection facilities serving the City of Corinth; and

WHEREAS, Upper Trinity Regional Water District (“UTRWD”) provides water reclamation and sewer treatment services for CORINTH and LCMUA; and

WHEREAS, the parties desire to enter into an Interlocal Agreement for the purposes of increasing efficiencies for the transportation and delivery of wastewater and sewage to a point of entry with UTRWD’s facilities for water reclamation and sewer treatment for certain Developments; and

WHEREAS, it is to the mutual advantage of LCMUA and CORINTH to plan for and provide terms and conditions for joint use of certain wastewater facilities for efficient transport of wastewater in advance of actual needs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAKE CITIES MUNICIPAL UTILITY AUTHORITY THAT:

SECTION 1. The Board of Directors hereby approves the terms and conditions of the Interlocal Agreement between Lake Cities Municipal Utility Authority and the City of Corinth for Transportation and Delivery of Wastewater to Water Reclamation Plant, which is attached hereto and incorporated herein as Exhibit A.

SECTION 2. This resolution shall become effective immediately from and after its passage.

DULY PASSED by the Board of Directors of Lake Cities Municipal Utility Authority on May 20, 2019.

APPROVED:


Cecil Carter, President

ATTEST:

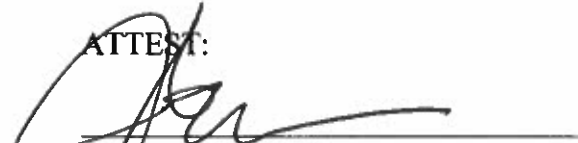

Jennifer Gordon, Secretary

Exhibit A
Interlocal Agreement between
Lake Cities Municipal Utility Authority
and the City of Corinth
for Transportation and Delivery of Wastewater to Water Reclamation Facilities

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH AND LAKE CITIES MUNICIPAL UTILITY AUTHORITY
FOR TRANSPORTATION AND DELIVERY OF WASTEWATER
TO UPPER TRINITY REGIONAL WATER RECLAMATION PLANT**

This Interlocal Agreement ("Agreement") is effective as of the 6th day of June, 2019, by and between the City of Corinth, a Texas Home Rule Municipal Corporation, (hereinafter referred to as "CORINTH") and LAKE CITIES MUNICIPAL UTILITY AUTHORITY, a governmental entity under Article XVI, Section 59 of the Texas Constitution (hereinafter referred to as "LCMUA") each acting herein by and through its respective governing body. CORINTH and LCMUA may also be referred to individually as a "Party" or collectively as "Parties".

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, allows local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, CORINTH, a home-rule municipality organized under the laws of the State of Texas, holds the certificate of convenience and necessity to provide sewer service in the territorial boundaries of the City of Corinth; and

WHEREAS, LCMUA, a governmental entity created under Section 59, Art. XVI of the Texas Constitution, holds the certificate of convenience and necessity to provide sewer service in the territorial boundaries of the Town of Hickory Creek, City of Lake Dallas, and Town of Shady Shores; and

WHEREAS, Upper Trinity Regional Water District ("UTRWD") provides water reclamation and sewer treatment services for CORINTH and LCMUA; and

WHEREAS, a portion of the territorial boundaries of CORINTH and LCMUA are adjacent; and

WHEREAS, the Parties desire to enter into an Interlocal Agreement for the purpose of increasing efficiencies for the transportation and delivery of wastewater and sewage to a point of entry with UTRWD's facilities for water reclamation and sewer treatment for certain Developments; and

WHEREAS, CORINTH and LCMUA propose to establish sewer system interconnections and interconnection improvements between the CORINTH sewer system and the LCMUA sewer system in locations determined from time to time by the CORINTH City Manager and LCMUA General Manager for the purpose of providing more efficient wastewater and sewage delivery to UTRWD's water reclamation facilities; and



WHEREAS it is to the mutual advantage of LCMUA and Corinth to plan for and provide terms and conditions for joint use of certain sewer facilities for efficient transport of wastewater in advance of actual needs; and

WHEREAS, all future payments hereunder or associated with the commitments of the Parties set forth herein shall be for the performance of governmental functions and services and all payments shall be made from current revenues legally available to the paying Party; and

WHEREAS, the Parties have determined that the amounts which the Parties are committing to pay hereunder fairly compensate the performing Party for the services or functions performed under the terms of this Agreement; and

NOW, THEREFORE the Parties herein enter into this Agreement to outline the joint participation of CORINTH and LCMUA as follows:

ARTICLE 1: DEFINITIONS

- 1.1 For the purposes of the Agreement, when not inconsistent with the context, words, used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in the Agreement shall be given their common and ordinary meaning.
- 1.2 For the purpose of the Agreement, the following words, terms, phrases, and their derivatives shall have the meaning given below:
 - 1.2.1 **City Manager:** City Manager of CORINTH, or the Manager’s designated representative.
 - 1.2.2 **Duplex pump set up:** Lift station served by two pumps.
 - 1.2.3 **General Manager or Manager:** General Manager of the LCMUA, or the General Manager’s designated representative.
 - 1.2.4 **GPM:** Gallons per minute.
 - 1.2.5 **Interconnection:** a system of pipes, valves, meters, controls, with or without motors and pumps, allowing wastewater and sewage to flow by gravity or pressure or through a lift station facility from the CORINTH Sewer System into the LCMUA Sewer System, or from the LCMUA Sewer System into the CORINTH Sewer System.
 - 1.2.6 **POE:** Point of entry
 - 1.2.7 **Sewer System:** the pipes, facilities, and other appurtenances owned, operated, and maintained by a Party to this Agreement to provide sewer



services to the Party's territory as authorized under the CCN issued by the Texas Commission on Environmental Quality.

1.2.8 **TDH:** Total Dynamic Head.

1.2.9 **Triplex pump set up:** Lift station served by three pumps.

1.2.10 **Westside Service Area:** the real property identified in Exhibit A, which are located in the territorial boundaries of the CCN for either CORINTH or LCMUA.

ARTICLE II: IMPROVEMENTS, CONSTRUCTION, AND MAINTENANCE

2.1 **Area West of Sycamore Bend/Parkridge Drive:** CORINTH and LCMUA each have undeveloped territory adjacent to the area of West Sycamore Bend/Parkridge Drive and, based on the topography and existing pipes and facilities in the area, desire to interconnect a portion of their respective Sewer Systems to more efficiently provide sewer services to this area as it develops. Specifically, CORINTH and LCMUA agree to construct the following incremental Sewer System improvements in the area identified in **Exhibit A**, a copy of which is attached hereto and incorporated herein ("Westside Service Area") as follows:

2.1.1 **Interim Phase I System Improvements** – The Parties agree to make the following improvements to allow for a peak flow of an amount not to exceed 60 GPM from CORINTH's Sewer System into LCMUA's sewer system:

2.1.1.1 **Improvements along Parkridge Drive between Teasley Drive and Turbeville Road:**

CORINTH shall cause the design and construction of a twelve-inch (12") gravity wastewater line and metering device at the point of entry (POE) to LCMUA's gravity collection system as shown on Exhibit A and Marked as Phase IA, which is attached hereto and incorporated in this Agreement. CORINTH shall pay 100% of the actual project total project cost, which the Parties estimate will be \$1,300,000; the actual cost will be agreed upon by the Parties and approved by separate action of the Corinth City Council. The wastewater line shall be an extension of CORINTH's Sewer System, and shall be maintained by CORINTH.

2.1.1.1 **Improvements along Sycamore Bend Road Between Affirmed Drive and POE at Turbeville Road:**

Corinth shall hold in escrow sufficient funds to pay LCMUA for the actual cost to construct the improvements, including the necessary amounts to: (1) survey, design, and publicly bid the project; (2) construct and inspect an extension of LCMUA's gravity wastewater line from an existing eight-inch (8") gravity wastewater line located at Affirmed Drive and Sycamore Bend Road north approximately 800 linear feet to the CORINTH POE at Turbeville Road as shown in Exhibit A and marked as Phase I (Interim) Wastewater Line; and (3) construct a metering station at said POE. Corinth agrees to hold in escrow the amount due for survey, design and public bidding under the above identified item (1) within forty-five (45) days of receipt of

written notice of the amount due for those costs and supporting cost estimates. Within forty-five (45) days of the date of written notice from LCMUA to Corinth advising Corinth of the amount of the contract awarded for the improvements under the above identified items (2) and (3) and supporting bid documents evidencing the contract amount, Corinth agrees to submit to the Corinth City Council an item for approval of such amount due, and upon Council approval to hold such funds in escrow. CORINTH shall pay 100% of the actual total project cost, which the parties estimate will be \$420,000; the actual cost will be agreed upon by the Parties and approved by separate action of the Corinth City Council. CORINTH further agrees to pay LCMUA within 30 days of LCMUA's invoice(s) for items (1), (2), and (3). The wastewater line and metering station shall be an extension of LCMUA's Sewer System, and shall be maintained by LCMUA.

2.1.1.2 Improvements to LCMUA Lift Station # 21:

The firm capacity of Lift Station #21 is currently 350 GPM at 90' Total Dynamic Head (TDH) with two (2) pumps installed. It is estimated that the current peak flow to the lift station is approximately 270 GPM. Prior to any flow being received from CORINTH, a totalizing electronic flow meter shall be installed at Lift Station #21. LCMUA at its own cost shall design and construct reinforced concrete vault improvements and a six-inch (6") totalizing electronic flow meter on the existing force main. The parties estimate the total costs for this project will be \$65,000.

- 2.1.2 **Additional Improvements** – Once measured peak flows from LCMUA's Lift Station #21 reach 85% of its existing firm capacity (335 GPM), LCMUA and CORINTH shall make a determination to take one of the following actions: (1) replace the existing duplex pump set-up with a triplex pump set-up, capable of providing for a firm capacity of 500 GPM at 170-feet TDH (“Interim Improvements”), or (2) proceed to the ultimate Lift Station #21 improvements as follows (“Ultimate Improvements”).

- 2.1.2.1 **Interim Phase II System Improvements (“Interim Improvements”)** – The parties agree to make the following improvements to provide for an additional peak flow of 150 GPM into LCMUA's Lift Station #21, thereby increasing the peak firm capacity of Lift Station #21 from 350 GPM to 500 GPM (“Interim Improvements”). The Interim Improvements shall consist of:

2.1.2.1.1 The Duplex pump set-up in LCMUA's Lift Station #21 shall be replaced with a Triplex pump set-up, capable of providing for a firm capacity of 500 GPM at 170-feet TDH. The parties estimate the total costs for the Interim Improvements will be \$100,000.

2.1.2.1.2 CORINTH and LCMUA agree to a pro-rata split of the costs for the Interim Improvements based on the estimated capacity needs of each Party due to new development in the Westside Service Area. Prior to the design of the Interim Improvements, the Parties shall estimate the increase in capacity required to serve new development in each Party's territorial jurisdiction and provide an assessment of the pro-rata percentage of cost due from each Party for the Interim Improvements and shall document in writing the final agreed upon pro-rata share of costs to be paid by each Party.

2.1.2.2 **Ultimate System Improvements ("Ultimate Improvements")** –

The Parties agree to make the following improvements to provide for anticipated capacity of a peak flow of an amount not to exceed 450 GPM into LCMUA's Sewer System from CORINTH, and to permit LCMUA to direct up to 890 GPM of wastewater flow, for a combined flow total of 1,340 GPM into CORINTH's existing 18-inch (18") force main prior to the combined system flows entering into UTRWD's force main via CORINTH's point of entry with UTRWD ("Ultimate Improvements"). The Ultimate Improvements shall consist of:

2.1.2.2.1 In the event LCMUA and CORINTH elected to complete Interim Improvements prior to the Ultimate Improvements set forth herein below, the design and bidding for the necessary 10-inch (10") force main and improvements to LCMUA's Lift Station #21 shall begin once the wastewater flow to LCMUA's existing six-inch (6") force main reaches 85% of total capacity, as recorded by LCMUA's meter on the discharge header for Lift Station #21. The existing capacity of the six-inch (6") force main from Lift Station #21 to LCMUA's twelve-inch (12") gravity sewer line on Turbeville Road is approximately 500 GPM. Accordingly, CORINTH and LCMUA agree that design and bidding for the Ultimate System Improvements shall occur when the total capacity of the existing 6-inch (6") force main reach 425 GPM.

2.1.2.2.2 Lift Station #21 Improvements and 10-inch Force Main Project.

CORINTH and LCMUA agree to design and construct improvements to LCMUA's Lift Station #21 to allow for a peak flow of an amount not to exceed 450 GPM into LCMUA's Sewer System from CORINTH, and to construct a 10-inch (10") force main generally along and within the dedicated public right-of-way for Sycamore Bend/Parkridge Drive to provide for flow of wastewater from Lift Station #21 to a point of entry with CORINTH's existing 18-inch (18") force main on Teasley Drive. The estimated total project cost for this Project is \$1,500,000. CORINTH and LCMUA shall share the costs for this project on a pro-rata flow basis based on estimated percentages of ultimate peak flows from each Party's service area as determined by current zoning and future land use plans, for example as follows:

Corinth Service Area Ultimate Flow:	450 GPM
<u>LCMUA Service Area Ultimate Flow:</u>	<u>890 GPM</u>
Total Flow:	1,340 GPM

Cost to Corinth (450/1,340) * \$1,500,000 = \$503,731.34

Cost to LCMUA (890/1,340) * \$1,500,000 = \$996,268.66

2.1.2.2.3 Gravity Sewer Line Improvements.

The existing capacity of LCMUA's gravity 10-inch (10") wastewater line along Secretariat Drive is approximately 485 GPM. When combined flows of LCMUA and CORINTH reach 85% capacity of this line (413 GPM), CORINTH shall hold in escrow sufficient funds to allow for LCMUA to: (1) survey, design and publicly bid the project; and (2) construct and inspect a 12-inch (12") extension of its gravity collection system as shown in Exhibit A and Marked as Phase II Wastewater Line. Corinth agrees to escrow the amount due for survey, design and public bidding under the above identified item (1) within forty-five (45) days of receipt of written notice of the amount due for those costs and supporting cost estimates. Within forty-five (45) days of the date of written notice from LCMUA to Corinth advising Corinth of the amount of the contract awarded for the improvements under the above identified item (2) and supporting bid documents documenting the bid amount, Corinth agrees to submit to the Corinth City Council an item for approval of such amount due, and upon



Council approval to hold such funds in escrow. CORINTH shall pay 100% of the actual cost of this project, which the Parties estimate will be \$760,000. CORINTH further agrees to pay LCMUA within 30 days of LCMUA's invoice(s) for items (1) and (2). The gravity sewer line is part of LCMUA's sewer system, and shall be maintained by LCMUA.

2.1.2.2.3.1 Design and construction of this gravity sewer line under the Ultimate Improvements may include replacement of the Phase I (Interim) Wastewater Line [See Section 2.1.1.1] depending on elevations of the development and location within Corinth's territorial boundaries inside the Westside Service Area. CORINTH agrees to pay 100% of the actual cost of the replacement in the event it is necessary.

2.1.2.2.3.2 *Steeplechase Phase III Development Contingency:* In the event that construction of the residential development, *Steeplechase Phase III*, occurs prior to LCMUA's 10-inch (10") gravity wastewater line along Secretariat Drive reaching 85% of capacity, and if requested by CORINTH, LCMUA agrees to include a provision in its Facilities Agreement with the Developer for the design and construction and of a portion of Phase II 12-inch (12") Wastewater extension (from Lift Station #21 to the right-of-way along Sycamore Bend) in order to avoid the future costs associated with pavement removal and replacement, traffic control, adjacent homeowners and trench protection and shoring. CORINTH agrees to pay 100% of the cost for the 12-inch (12") line within 30-days of receipt of an invoice from LCMUA.

2.1.2.2.4 *CORINTH Westside Lift Station Improvements.* The Parties agree to upgrade the pumps and electrical system at the CORINTH Westside Lift Station to allow for sewer service of the Parties' combined ultimate peak flow as depicted in **Exhibit A**. The Parties acknowledge that completion of these Westside Lift Station improvements is required prior to operation of the

ultimate improvements to Lift Station #21 and 10-inch (10") force main (as set forth in Section 2.1.2.2.2) due to increased combined flows from Lift Station #21 to CORINTH's point of entry with UTRWD. The Parties estimate that the total project cost for these improvements to be \$500,000. CORINTH and LCMUA shall share the costs for this project on a pro-rata basis based on the estimated percentages of ultimate peak flows from each Party's service area through LCMUA's Lift Station #21 to CORINTH's existing 18-inch (18") force main, which are as follows based on current land use assumptions and projections, for example as follows:

Corinth Service Area Ultimate Flow:	450 GPM
<u>LCMUA Service Area Ultimate Flow:</u>	<u>890 GPM</u>
Total Flow:	1,340 GPM

Cost to Corinth (450/1,340) * \$500,000 = \$167,910.45

Cost to LCMUA (890/1,340) * \$500,000 = \$332,089.55

- 2.2 To provide more efficient sewer services, the Parties may agree to the design and construction of additional interconnection sewer facilities. The Parties may amend this Agreement should the Parties determine additional interconnections are necessary or mutually beneficial.
- 2.3 LCMUA assumes no responsibility for the operation or maintenance of any portion of CORINTH's sewer system, and CORINTH assumes no responsibility for the operation or maintenance of any portion of LCMUA's sewer system. Each party agrees to charge Impact Fees within their boundary as deemed necessary by their respective impact fee practices as allowed by state law. The Parties further agree that neither Party may assess an impact fee against the other Party or require a transfer of any impact fees between the Parties in connection with this Agreement.
- 2.4 Exhibit A included with this Agreement is for reference only, and does not constitute engineering design of the necessary improvements but rather is provided for demonstrative purposes to identify the areas within the respective CCN of the Parties as impacted by and subject to the terms of this Agreement. Further, the existing system capacities, ultimate system peak demands, existing ground and facilities elevations, and proposed service areas are based on best available information, and modifications to the proposed improvements contained herein may be required once surveying and engineering design is completed and/or metering devices are installed.



- 2.5 Estimated costs provided herein have been prepared by licensed professional engineers in the State of Texas, for purposes of this agreement, and both Parties have agreed that they are reasonable estimates of the total project costs associated with the improvements contemplated herein. Both Parties agree that the actual total project costs shall be apportioned between the Parties as outlined in this Agreement and that notwithstanding any provision to the contrary in this Agreement, the amounts to be paid by each Party shall be subject to the approval of their respective governing bodies at the time that their respective financial obligations become due under the terms of this Agreement.
- 2.6 Additional Sewer System improvements which may be required to each Party's wastewater and sewage collection system, not contemplated by this Agreement, shall be the responsibility of the respective Party.
- 2.7. Notwithstanding the foregoing, the amount of funds to be paid by CORINTH and by LCMUA under this Agreement, including without limitation, this Article shall be subject to the approval of their respective governing bodies at the time that the requirements for payment are triggered.

ARTICLE III: WASTEWATER TREATMENT SERVICE COSTS

- 3.1 CORINTH and LCMUA contract with UTRWD for wastewater treatment services. The Parties prefer to report the amount of metered flow from interconnections, and have UTRWD invoice each of the Parties based on their respective flows into UTRWD's system. UTRWD has agreed to this accounting under separate agreement; accordingly, CORINTH and LCMUA agree to report monthly to UTRWD the metered flow from CORINTH into LCMUA's wastewater system and from LCMUA into CORINTH's wastewater system as applicable. Under separate agreement, UTRWD shall separately and directly bill the Parties for their flow contributions.
- 3.2 Neither CORINTH nor LCMUA shall charge the other Party transportation costs for wastewater flow or for use of the other Party's Sewer System facilities. Due to the fact both areas will be impacting lift stations within their municipality both parties agree to relinquish any future replacement and/or maintenance costs of their respective systems, assuming each party perform industry standard maintenance activities.

ARTICLE IV: DELEGATION OF ADMINISTRATIVE AUTHORITY



4.1 The City Council of **CORINTH** and the Board of Directors of **LCMUA** hereby delegate the following administrative functions to the City Manager and General Manager respectively, in this Agreement: (1) To modify, move, or install new interconnections provided that costs for such modifications, relocations or installations are within the spending authority of the City Manager and the General Manager; and (2) any decisions regarding routine maintenance and operation of the interconnection.

ARTICLE V: GENERAL PROVISIONS

5.1 Amendments. Except as otherwise provided therein, the terms and conditions of this Agreement may be modified at any time by the mutual written consent of both Parties. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and approved by governing body of each Party.

5.2 Notices. Any notice required or permitted between the Parties must be in writing, and shall be delivered in person, or by certified mail, return receipt requested, or via facsimile to the following:

CORINTH: CITY OF CORINTH
Attention: City Manager
3300 Corinth Parkway
Corinth, TX 76208
(f) 940.498.3266

LCMUA: LAKE CITIES MUNICIPAL UTILITY AUTHORITY
Attention: General Manager
501 N. Shady Shores Road
Shady Shores, TX 75065
(f) 940.497.2926

5.3 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

5.4 Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. The Parties agree that performance and all matters related thereto shall be in Denton County, Texas.

5.5 Governmental Immunity. **To the extent permitted by law and without waiving each respective Party’s governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act or other applicable law, CORINTH and LCMUA agree to hold each other harmless from and against any and all claims or causes of action arising out of or in connection with**



the provision for transport of wastewater to Upper Trinity Regional Water District for treatment under this Agreement.

- 5.6 Entire Agreement. It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the governmental entities relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. Not verbal agreement or conversation with any officer, agent or employee of either Party, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.
- 5.7 Term. The initial term of this Agreement is for ten (10) years from the later of the following: (i) the date the CORINTH City Council approves the Agreement, or (ii) the date the LCMUA Board of Directors approves the Agreement. This Agreement shall automatically renew thereafter for successive terms of five (5) years unless either Party terminates this Agreement by providing written notice to the non-canceling Party at the address listed in Section 5.2 of this Agreement not less than 180 days in advance of the cancellation date. A Party may terminate this Agreement with thirty-days notice in the event the other Party fails to perform an obligation under this Agreement or breaches a provision of this Agreement, and has not cured same within 60 days of notice of the breach or failure to comply.
- 5.8 Authorized Parties/Independent Contractors. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized to enter into this Agreement. Each Party further covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the other; that each Party shall have exclusive control of and exclusive right to control the details of the work that it performs hereunder and all persons performing same under its respective direction, and each Party shall be responsible for the acts and omissions of its respective officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between the Parties, including their respective officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CORINTH and LCMUA.
- 5.9 Nonwaiver. Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing

and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other difference or subsequent breach.

- 5.10 **Assignment.** This Agreement and all rights and obligations contained herein may not be assigned by one Party without the prior written approval of the other Party.
- 5.11 **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 5.12 **No Third Party Beneficiaries.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third Parties. It is expressly understood and agreed that, in the execution of this Agreement, neither LCMUA nor CORINTH waives, nor shall be deemed hereby to have waived, any immunity or defense available to it by law.
- 5.13 **Construction of Document.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement. The parties acknowledge that this is a negotiated document that was jointly drafted, and as such, no term of this Agreement shall be construed more stringently against either party.
- 5.14 **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

SIGNED this the 7 day of June, 2019.

CITY OF CORINTH

Bill Heidemann

Bill Heidemann, Mayor

LAKE CITIES MUNICIPAL
UTILITY AUTHORITY

Cecil Carter

Cecil Carter, President

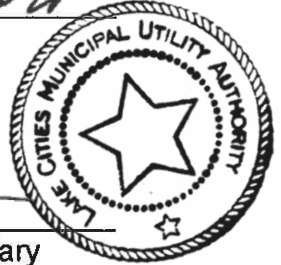
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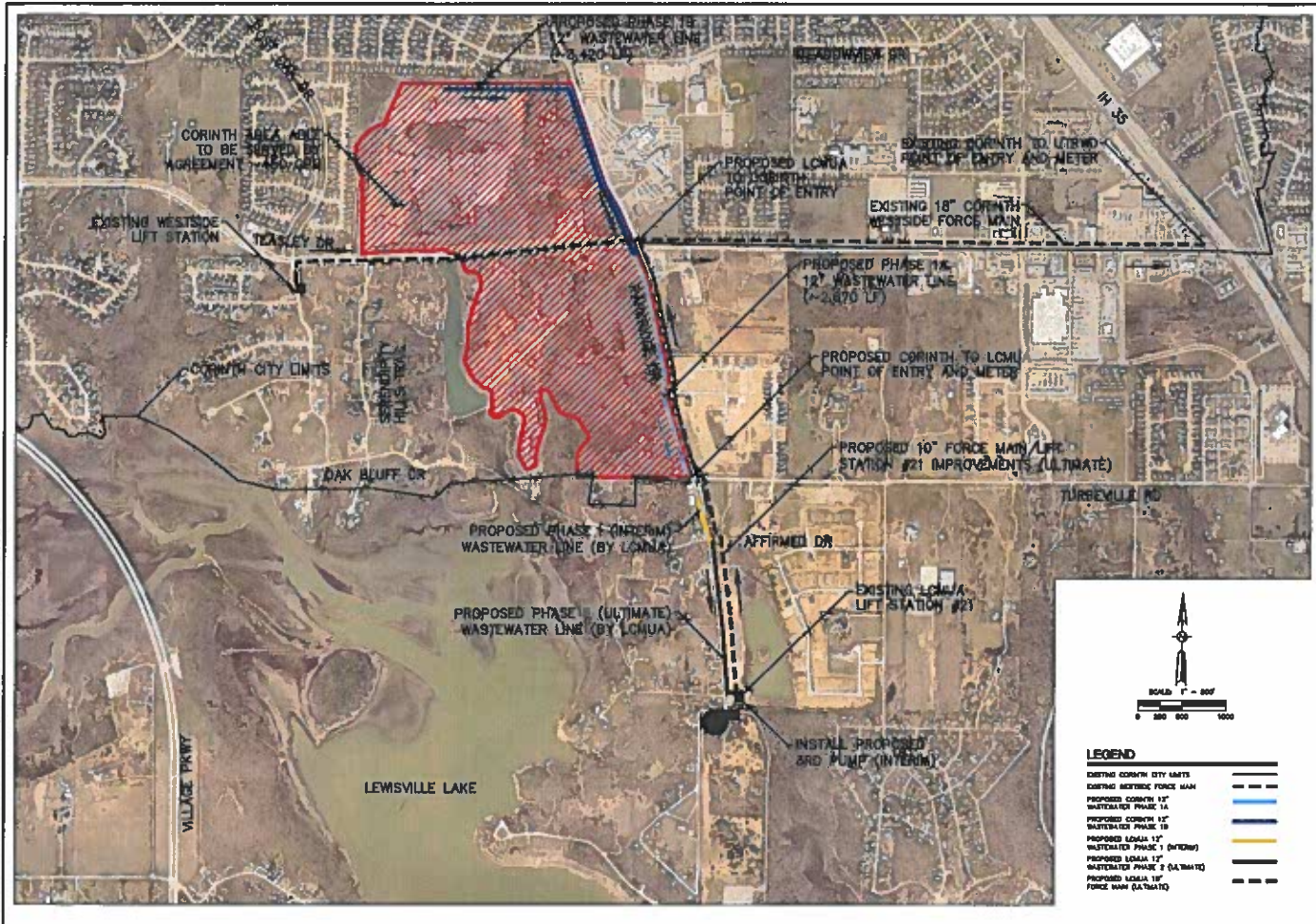
Kimberly Pence
Kimberly Pence, City Secretary



ATTEST:

Jennifer Gordon
Jennifer Gordon, Secretary





Kimley-Horn

DATE: AUGUST 2014	DESIGNER: KIMLEY-HORN	DRAWN: KIMLEY-HORN	CHECKED: KIMLEY-HORN	DATE: AUGUST 2014
CITY OF CORINTH WESTSIDE LIFT STATION AND LCMUA SANITARY SEWER EVALUATION				
PROPOSED WASTEWATER TO LCMUA				
B				

CONSENT ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 06/02/2016

Title: City of Corinth and LCMUA Emergency Interconnect Interlocal Agreement

Submitted For: Cody Collier, Acting Director

Submitted By: Cody Collier, Acting Director

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on an Interlocal Agreement with Lake Cities Municipal Authority (LCMUA) authorizing a mutually beneficial emergency water supply interconnect between the City of Corinth and the LCMUA distribution systems.

AGENDA ITEM SUMMARY/BACKGROUND

LCMUA approached the City of Corinth with a proposal to install an interconnect between the two entities distribution systems. The intent is to provide emergency water for fire protection, life, and sanitation only in the event of system failure to either party. Emergency water provided through this agreement would be billed and cost recouped by the supplying party.

Several location sites were evaluated by both LCMUA and Corinth staff. It was determined that the best location to install the interconnect was on FM 2181 at the property recently purchased for the Joint Public Safety Facility. At that location the transmission mains for both entities are the closest to one another. Additionally, LCMUA has a utility easement running perpendicular to FM 2181 where the vault could be installed.

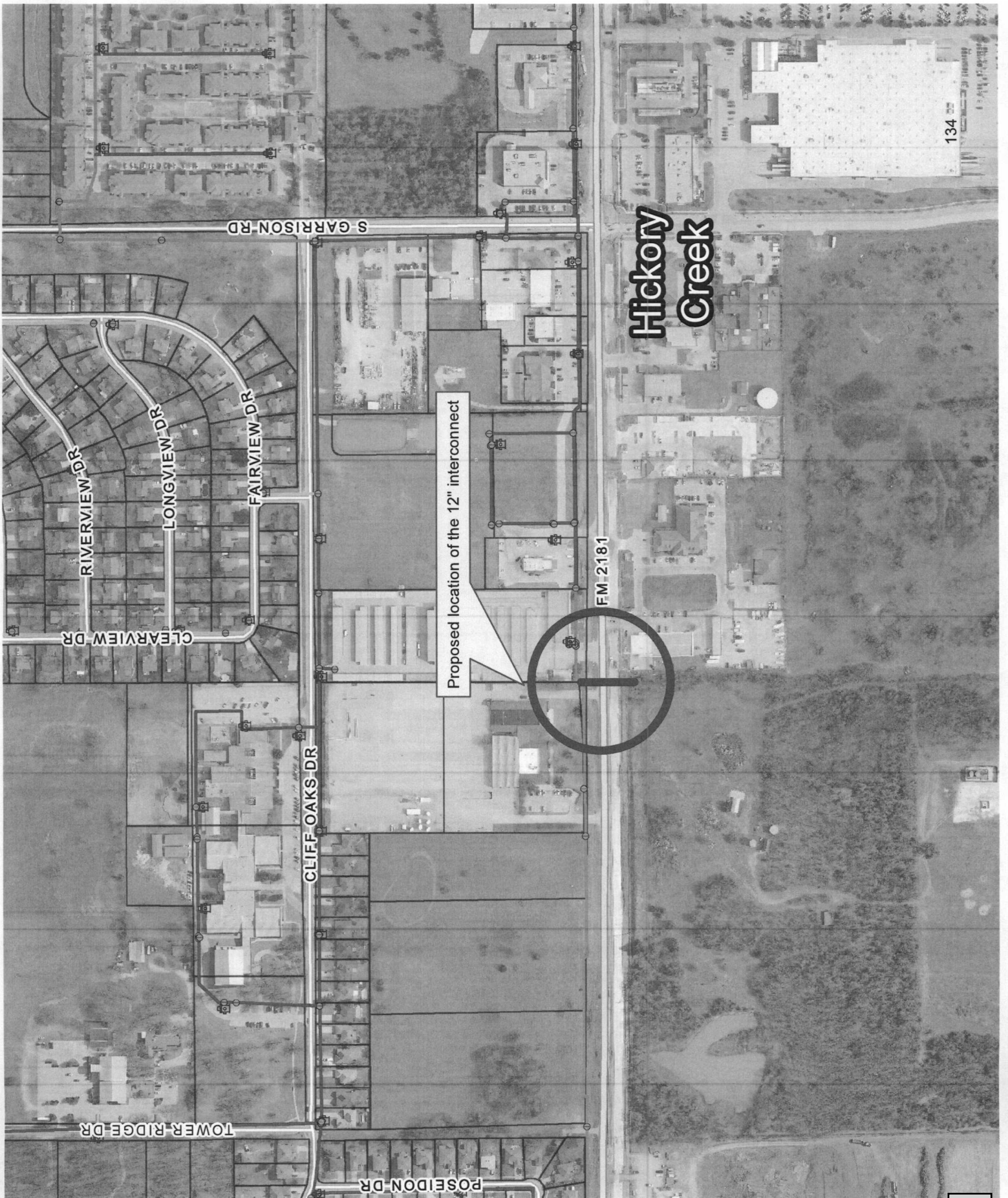
This Interlocal Agreement is necessary as the first step to prepare for the the construction phase of the project. The construction cost of the interconnect would be split 50% between each entity and is estimated to cost \$50,000 (\$25,000 paid by Corinth and \$25,000 paid by LCMUA).

RECOMMENDATION

Staff recommends Council's approval of the emergency water supply Interlocal Agreement between the City of Corinth and LCMUA, and authorizing the City manager to sign and execute the agreement.

Attachments

- Interconnect Location
- Interlocal Agreement





RESOLUTION NO. 2016-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAKE CITIES MUNICIPAL UTILITY AUTHORITY APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE CITY OF CORINTH FOR EMERGENCY WATER SUPPLY.

WHEREAS, Lake Cities Municipal Utility Authority (LCMUA) operates water distribution and supply facilities serving the City of Lake Dallas, Town of Shady Shores, and the Town of Hickory Creek; and

WHEREAS, the City of Corinth (CORINTH) operates water distribution and supply facilities serving the City of Corinth; and

WHEREAS, the parties desire to enter into an Interlocal Agreement for the purposes of providing for the delivery and distribution of emergency treated water supply in the event of an equipment and/or system failure and during other appropriate emergency conditions; and

WHEREAS, it is to the mutual advantage of LCMUA and CORINTH to provide reciprocal terms and conditions for an emergency supply of water in advance of actual needs;

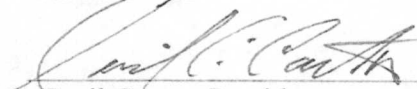
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAKE CITIES MUNICIPAL UTILITY AUTHORITY THAT:

SECTION 1. The Board of Directors hereby approves the terms and conditions of the Interlocal Agreement between Lake Cities Municipal Utility Authority and the City of Corinth for Emergency Water Supply, which is attached hereto and incorporated herein as Exhibit A.

SECTION 2. This resolution shall become effective immediately from and after its passage.

DULY PASSED by the Board of Directors of Lake Cities Municipal Utility Authority on August 4, 2015.

APPROVED:


Cecil Carter, President

ATTEST:

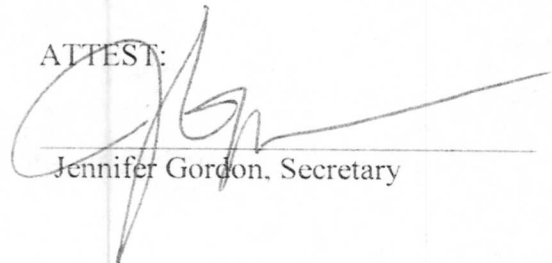

Jennifer Gordon, Secretary

Exhibit A
Interlocal Agreement between
Lake Cities Municipal Utility Authority
and the City of Corinth for
Emergency Water Supply

**INTERLOCAL AGREEMENT
BETWEEN LAKE CITIES MUNICIPAL UTILITY
AUTHORITY AND THE CITY OF CORINTH FOR
EMERGENCY WATER SUPPLY**

This **Interlocal Agreement** ("Agreement") is effective as of the 2 day of June, 2016, by and between the **City of Corinth**, a Texas Home Rule Municipal Corporation, (hereinafter referred to as "**CORINTH**") and **LAKE CITIES MUNICIPAL UTILITY AUTHORITY**, a governmental entity under Article XVI, Section 59 of the Texas Constitution (hereinafter referred to as "**LCMUA**") each acting herein by and through its respective governing body.

WHEREAS, Chapter 791 of the **TEXAS GOVERNMENT CODE**, also known as the **INTERLOCAL COOPERATION ACT**, allows local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, **CORINTH**, a home-rule municipality organized under the laws of the State of Texas, holds the certificate of convenience and necessity to provide water service in the territorial boundaries of the City of Corinth; and

WHEREAS, **LCMUA**, a governmental entity created under Section 59, Art. XVI of the Texas Constitution, holds the certificate of convenience and necessity to provide water service in the territorial boundaries of the Town of Hickory Creek, City of Lake Dallas, and Town of Shady Shores; and

WHEREAS, the parties desire to enter into an Interlocal Agreement for the purposes of providing for the delivery and distribution of emergency treated water supply in the event of an equipment and/or system failure and during other appropriate emergency conditions; and

WHEREAS, **CORINTH** and **LCMUA** propose to establish water system interconnections and interconnection improvements between the **CORINTH** municipal water system and the **LCMUA** water system in locations determined from time to time by the **CORINTH** City Manager and **LCMUA** General Manager for the purpose of providing supplemental water flow to assist either party in the event of a system and/or equipment failure and during other appropriate emergency conditions; and

WHEREAS, **CORINTH** and **LCMUA** understand that each system is required to meet minimum requirements for supply per Texas Administrative Code Title 30 Part 1 Chapter 290 Subchapter D; and

WHEREAS, it is to the mutual advantage of **LCMUA** and **CORINTH** to provide reciprocal terms and conditions for an emergency supply of water in advance of actual needs;

NOW, THEREFORE the parties herein enter into this Agreement to outline the joint participation of **CORINTH** and **LCMUA** as follows:

ARTICLE 1: DEFINITIONS

- 1.1 For the purposes of the Agreement, when not consistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in the Agreement shall be given their common and ordinary meaning.
- 1.2 For the purpose of the Agreement, the following words, terms, phrases, and their derivatives shall have the meaning given below:
- 1.2.1 **City Manager:** the City Manager of Corinth, or the Manager’s designated representative.
 - 1.2.2 **Corinth:** the City of Corinth, Texas, a home rule municipal corporation in the County of Denton, State of Texas.
 - 1.2.3 **Emergency Condition:** any equipment or facility failure, or operational event beyond the control of one of the parties in which the water system of either party cannot maintain the minimum water pressure necessary to meet TAC 30.1 §290 Subchapter D. The emergency connection and supply of water will not occur for the purpose of compensating for system deficiencies, general drought, or high usage by customers.
 - 1.2.4 **General Manager or Manager:** The General Manager of the Lake Cities Municipal Utility Authority or the General Manager’s designated representative.
 - 1.2.5 **Interconnection:** a system of pipes and valves, allowing water to flow by system pressure differential through a facility from the **CORINTH** water system into the **LCMUA** water system, or from the **LCMUA** water system into the **CORINTH** water system.
 - 1.2.6 **Lake Cities Municipal Utility Authority:** the Lake Cities Municipal Utility Authority, a Texas governmental entity established under Section 59, Article XVI of the Texas Constitution, in the County of Denton, State of Texas.
 - 1.2.7 **Water System:** the pipes, facilities, and other appurtenances owned, operated, and maintained by a party to this Agreement to provide potable water to the party’s territory.
 - 1.2.8 **Renewal Date:** Ten years after the effective date of this Agreement and thereafter, every five years.
 - 1.2.9 **Unit Rate:** the cost for each one thousand (1,000) gallons of water supplied.

ARTICLE II: EMERGENCY WATER TRANSFER

2.1 *Transfer and Point(s) of Delivery.*

2.1.1 In the event an Emergency Condition exists in either **CORINTH** or **LCMUA**, each party agrees to provide available treated water to the requesting party through a manually operated interconnection(s) at the point(s) of delivery identified in Exhibit A, and other locations as agreed to the parties in a written amendment to this Agreement.

2.1.2 During the Emergency Condition, the supplying party agrees to transfer water to the requesting party through the interconnection at the available pressure maintained in the supplying party's distribution system. The parties understand and agree that the supplying party is under no obligation to furnish pressurized water to any connection between the point of delivery and the other party's facilities for sustaining and increasing pressure. The requesting party may utilize the pressure maintained in the supplying party's system for movement of water from the point of delivery to the point where the requesting party has facilities for sustaining or increasing pressure.

2.2 *Quality.* The water delivered to the requesting party at the point of delivery will be of the same or similar quality as the water delivered to the supplying party's customers, and in compliance with all applicable State and Federal water standards.

2.3 *Quantity.*

2.3.1 Subject to availability, the supplying party will deliver emergency water supply to the requesting party at a quantity not exceeding 2,100 gallons per minute or 3.0 million gallons per day necessary to meet TCEQ minimum supply requirements.

2.3.2 Neither party has requested a firm availability of water. If a party does not have the ability to provide the quantity of emergency water supply requested by the other party for whatever reason, the supplying party has the right and authority to limit the emergency water supply provided to the requesting party. The supplying party will notify the requesting party of the quantity of emergency water supply provided if less than the amount requested.

2.3.3 If the supplying party has an emergency in its system at a time the requesting party has requested or is receiving emergency water supply, the supplying party has the right to deny or terminate the emergency supply to the requesting party.

2.3.4 The delivery of emergency water supply to the requesting party shall not exceed seven (7) calendar days per event without the approval of the governing body of the supplying party.

ARTICLE III: UNIT RATE PRICE

3.1 The unit rate per one thousand (1,000) gallons of water transferred through any interconnection will be calculated using the wholesale rate charged by Upper Trinity Regional Water District for the purchase of treated water.

ARTICLE IV: TRANSFER INITIATION AND TERMINATION

4.1 The Parties acknowledge that transfers of treated water through interconnections consisting of piping and valves **will not be operated** without an authorized representative from both parties being present.

4.2 The following are contact phone numbers for each party:

CORINTH	Municipal Service Center (Day)	(940) 498-3249
	Emergency	(940) 465-6698
LCMUA	Utility Services (Day)	(940) 497-2999
	Emergency	(940) 222-1988

4.3 The parties agree that the termination of water transfer during emergency fire flow conditions will only occur after consultation between the City Manager and General Manager. The decision to terminate the transfer of water during emergency conditions will take into consideration the following items listed in the enumerated order of importance:

1. Protection of Life
2. Protection of Exposed Property
3. Protection of Buildings
4. Interruption of Water Service.

4.4 The parties agree that the party receiving emergency water will use its best efforts to resolve the emergency situation as soon as possible.

ARTICLE V: CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE INTERCONNECTION(S)

5.1 *Interconnection Facilities.*

5.1.1 The parties at the beginning of this Agreement shall cause the design and construction of the connection necessary for delivery of emergency water supply under this Agreement. **LCMUA** is responsible for serving as Project Manager and will contract for the engineering and construction of the interconnection; **LCMUA** shall provide **CORINTH** an opportunity to review and comment on the design, bids and specifications. The parties anticipate the engineer and

construction contractor will issue progress billing statements. **LCMUA** shall provide **CORINTH** a copy of the progress billing received; within thirty (30) days of receiving the billing statement, **CORINTH** agrees to pay **LCMUA** one-half of the invoiced costs and expenses.

5.1.2 As Project Manager, **LCMUA** assumes responsibility for all Texas Department of Transportation permits and required insurance coverages.

5.1.3 The parties may agree to the design and construction of additional interconnection facilities at other points of delivery. The parties shall amend this Agreement should the parties determine additional interconnection points of delivery are necessary.

5.2 *Access, Use, and Right-of-Way.* The parties agree to furnish any rights-of-way necessary for the connection and metering facilities. **CORINTH** and **LCMUA** agree to provide unlimited access and use to the connection and areas along the routes of the delivery facilities as necessary to maintain the facilities and operate the facilities during the period of emergency.

5.3 *Operations and Maintenance.*

5.3.1 At least on a semi-annual basis, the parties will inspect, test, and perform any routine maintenance to the interconnection(s). The parties agree to share equally in the cost of the inspection, testing, and maintenance of the interconnection(s), including the costs and expenses for repair and replacement of interconnection components. The entity conducting the inspection, testing, and maintenance shall calculate the associated costs, and provide an itemized report. The parties shall provide payment for its portion of the inspection, testing, and routine maintenance.

5.3.2 The parties agree to share in the costs for major repairs or rehabilitation of the connection not considered within the scope of routine maintenance. Unless an emergency situation, the parties shall mutually determine and agree on major repairs or rehabilitation of the connection or metering facilities prior to the repairs or rehabilitation.

5.3.3 Upon the execution of this Agreement, the parties will establish a mutually agreeable schedule for inspection, testing, and maintenance, which may be amended as necessary from time to time upon mutual written agreement.

5.3.4 **LCMUA** assumes no responsibility for the operation or maintenance of any portion of **CORINTH**'s water system, and **Corinth** assumes no responsibility for the operation or maintenance of any portion of **LCMUA**'s water system.

ARTICLE VI: DELEGATION OF ADMINISTRATIVE AUTHORITY

- 6.1 The City Council of **CORINTH** and the Board of Directors of **LCMUA** hereby delegate the following administrative functions to the City Manager and General Manager respectively, in this Agreement:
 - 1. To modify, move, or install new interconnections provided that costs for such modifications, relocations or installations are within the spending authority of the City Manager and the General Manager.
 - 2. Any decisions regarding routine maintenance and operation of the interconnection.

ARTICLE VII: GENERAL PROVISIONS

- 7.1 Except as otherwise provided therein, the terms and conditions of this Agreement may be modified at any time by the mutual written consent of both parties. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and approved by the governing body of each party.
- 7.2 Any notice required or permitted between the parties must be in writing, and shall be delivered in person, or by certified mail, return receipt requested, or via facsimile to the following:

CORINTH: CITY OF CORINTH
 Attention: Public Works Director
 3300 Corinth Parkway
 Corinth, TX 76208
 (f) 940.498.3266

LCMUA: LAKE CITIES MUNICIPAL UTILITY AUTHORITY
 Attention: General Manager
 501 N Shady Shores Dr
 Lake Dallas, TX 75065
 (f) 940.497.2926


- 7.3 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 7.4 This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Denton County, Texas.
- 7.5 **To the extent permitted by law and without waiving each respective party's governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act, CORINTH and LCMUA agree to hold each other harmless from and against any and all claims or causes of action arising out of or in connections with the provision of water.**

- 7.6 It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the cities relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. Not verbal agreement or conversation with any officer, agent or employee of either party, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.
- 7.7 The initial term of this Agreement is for ten (10) years from the later of the following: (i) the date the **CORINTH** City Council approves the Agreement, and (ii) the date the **LCMUA** Board of Directors approves the Agreement. This Agreement shall automatically renew thereafter for successive terms of five (5) years unless either party terminates this Agreement by providing written notice to the non-canceling party at the address listed in Section 7.2 of this Agreement not less than 180 days in advance of the cancellation date. A party may terminate this Agreement with thirty days notice in the event the other party fails to perform an obligation under this Agreement or breaches a provision of this Agreement, and has not cured same within sixty (60) days of notice of the breach or failure to comply.
- 7.8 Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- 7.9 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other difference or subsequent breach.
- 7.10 This Agreement and all rights and obligations contained herein may not be assigned without the prior written approval of the other party.
- 7.11 If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 7.12 This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties. It is expressly understood and agreed that, in the execution of this Agreement, neither **LCMUA** nor **CORINTH** waives, nor shall be deemed hereby to have waived, any immunity or defense available to it by law.

- 7.13 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 7.14 The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

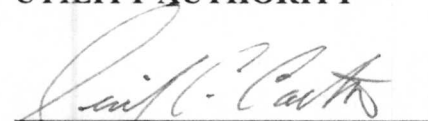
SIGNED this the 25 day of August, 2016.

CITY OF CORINTH



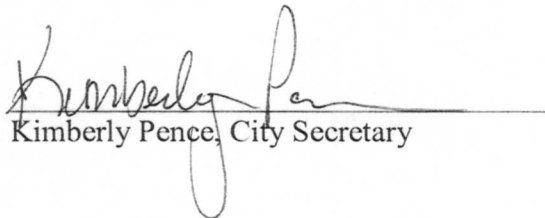
Bill Heidemann, Mayor

**LAKE CITIES MUNICIPAL
UTILITY AUTHORITY**



Cecil Carter, President

ATTEST:



Kimberly Pence, City Secretary

ATTEST:



Jennifer Gordon, Secretary

KIK UNDERGROUND, LLC

PROPOSAL

Date: 9.14.2021

Project: PARKRIDGE DR. UTILITY EXTENSIONS
 City: LCMUA/ CORINTH, TEXAS
 Location: PARKRIDGE DR. & NORA LANE
 Owner /
 Developer: LAKE CITIES MUA
 Engineer: Belcheff & Associates, Inc.
 Addenda:

Our bid to perform the underground utility work is based on the quantities in Exhibit 'A', as shown on the bid plans.

This proposal is provided on a unit price basis. Any work not specifically quoted is excluded

WATER	\$	84,341.00
SEWER	\$	-
STORM	\$	-
TOTAL	\$	84,341.00

PROVISIONS:

1. Erosion control for stage one inlet protection (inlet bottoms only) is included and all other erosion control and maintenance by others
2. All underground utility conflicts to be relocated by others.
3. Proposal based on utility work being installed prior to any new gas, electric, cable or other utilities.
4. This proposal and its qualifications and exclusions shall be incorporated into any contracts entered into with the Owner.
5. Pvc cost to be adjusted at time ordered as firm pricing is quoted at time of order or awarded.
6. Exclusions:

<ol style="list-style-type: none"> a. Survey Control / Benchmarks b. All Access Spoils to Remain Onsite c. Inspection / Engineering Fees d. Tree Protection and Clearing e. Landscaping and Sprinklers f. Contaminated / Hazardous Material g. Construction Permits / Fees h. Grade to Drain i. 00 CY of Excess Utility Spoils. If Required to Haul-off Add \$6.50 CY. 	<ol style="list-style-type: none"> j. Material Testing Cost k. Compaction or Geotech Testing Cost m. Traffic Control / Barricades n. Raven/Epoxy Coating p. Haul Off of Debris Created by Others q. Impact / Meter Fees r. Tap Permits / Fees s. Seeding, Sodding and Hydromulching t. All taxes, sales, consumer, use & etc. which are applicable during the project
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This proposal shall remain firm for Owner's acceptance for 10 DAYS, after which it expires and Kik Underground, LLC reserves the right to revise all pricing.

Respectfully Submitted By,

Tom Koble
 KIK Underground, LLC
 469.426.4690
tom@kikunderground.com



CITY OF CORINTH
Staff Report

Meeting Date:	10/21/2021	Title:	Purchase Pioneer Athletics Purchase for Field Maintenance
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 <u>N/A</u>		

Item/Caption

Consider authorizing the purchase of park maintenance equipment (fence guards, goals, netting, batter boxes) in an amount not to exceed \$105,000 throughout the year using BuyBoard and authorizing the City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

Purchase of various items to improve the existing sports fields (fence mow strips, soccer goals, batting cage and soccer netting, batter boxes to prevent water ponding) in the amount not to exceed \$85,000 with shipping. This company is also used to purchase reoccurring maintenance items to maintain the parks and sports field. State law prohibits the purchase from a single vendor in excess of \$50,000 during the fiscal year without council authorization. The last 5 year average annual amount spent on reoccurring cost is \$19,222. Public Works is requesting that Council approves FY 2022-2023 purchases not to exceed \$105,000 to cover new improvements and reoccurring maintenance purchases with Pioneer Athletics.

Financial Impact

The purchase of these items was budgeted for FY 2022-23 using O&M and Hotel Tax Fund.

Applicable Owner/Stakeholder Policy

Staff Recommendation/Motion

Approve the purchase.

Glenn Barker

From: Haley Koehler
Sent: Monday, October 11, 2021 2:32 PM
To: Glenn Barker
Subject: Pioneer

Invoices only.

- FY 16-17 we spent 7,494.85
- FY 17-18 we spent 11,282.55
- FY 18-19 we spent 14,179.86
- FY 19-20 we spent 15,348.19
- FY 20-21 we spent 47,807.30

*Haley Koehler
Administrative Assistant
Public Works Department
City of Corinth
Ph: (940)498-7501*




Melissa Dolan

From: jkupper@pioneerathletics.com
Sent: Friday, October 8, 2021 9:52 AM
To: Melissa Dolan
Cc: jkupper@pioneerathletics.com
Subject: Your quote has been created from Pioneer Athletics

Importance: High

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.

 4529 INDUSTRIAL PARKWAY • CLEVELAND, OHIO 44135 VOICE: 800.877.1500 • FAX: 800.877.1511		DROP SHIP: CI6713001			
		CUSTOMER ACCT. NO. CI6713			
SOLD TO (SAME AS SHIP TO UNLESS INDICATED) CITY OF CORINTH		ATTN: ACCOUNTS PAYABLE		EMAIL: Email Information Missing	
STREET: 3300 CORINTH PARKWAY		FAX: (000)000-0000		PHONE: (940)465-6719	
CITY / STATE: CORINTH TX		ZIP CODE: 76208-5402		COUNTY: DENTON	
SHIP TO: CITY OF CORINTH		ATTN: MELISSA DOLAN		EMAIL: mdolan@cityofcorinth.com	
STREET: PUBLIC WORKS SERVICE CENTER 1200 N CORINTH ST		FAX: () -		PHONE: (940)498-1386	
CITY: CORINTH		STATE: TX	ZIP CODE: 76208-5402	COUNTY: DENTON	
DATE OF ORDER: 10/8/2021	BUYERS NAME: MELISSA DOLAN - CITY OF CORINTH			CUSTOMER PURCH. ORDER NO.	
SALESPERSON 37 37		SALESMAN ORDER NO.		TERMS: NET 15 DAYS	
DELIVERY NOTES:		MASTER TRACKING NUMBER:		Dock:	
<i>Item Number</i>	<i>Product</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Tax</i>	<i>Sub Total</i>
BL515CGS	CHAINLINK GUARDRAIL FENCING SYSTEM ONLY - 5 ROW X 15'	13	\$1,744.00	\$0.00	\$22,672.00
FRT	SHIPPING & HANDLING CHARGES	1	\$0.00	\$0.00	\$0.00
JOX	JOX BOX DELUXE 10'W X 8'L (2 PCS)	7	\$1,515.00	\$0.00	\$10,605.00
JOX2	JOX BOX ORIGINAL 4'W X 8'L (PAIR)	3	\$1,399.00	\$0.00	\$4,197.00
31X802	SOCCER GOAL CUSTOM BACKSTAY BANNER 2'	2	\$488.75	\$0.00	\$977.50

2B3004	SOCCER GOAL DLX EURO CLUB 6.5'x18.5'x2'x7'/PR	2	\$4,125.00	\$0.00	
FRT	SHIPPING & HANDLING CHARGES	1	\$530.00	\$0.00	\$530.00
FG1	FENCEGUARD POLYMER MOWSTRIP 5- 1/2' X 22" (12 PCS)	120	\$235.00	\$0.00	\$28,200.00
NEED	11FT 8" X 14FT X 70FT WITH 1 DOOR #36 CUSTOM CAG	4	\$1,735.00	\$0.00	\$6,940.00
Total value of items in this order:			\$82,371.50	\$0.00	\$82,371.50

Notes:BUY BOARD 583-19

PURCHASER: No order is final until accepted by the Cleveland office. Acceptance of this order may be made by prompt shipment of the goods(within 5 days from the date of the receipt of the offer [sales order form]). It is the intent of the parties that title to the goods to which this agreement relates shall not pass on the execution of this agreement, but shall pass on delivery of the goods by Pioneer Manufacturing to carrier in Cleveland. The goods shall be properly packaged and marked for shipment, and all terms of this agreement with respect to freight and insurance shall be satisfied. NO CANCELLATIONS WILL BE ACCEPTED AFTER ORDER HAS BEEN SHIPPED.



This email has been checked for viruses by Avast antivirus software.
www.avast.com



CITY OF CORINTH
Staff Report

Meeting Date:	10/21/2021	Title:	Debt Issuance 2021
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 authorizing the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, Series 2021A; levying an annual ad valorem tax and providing for the security and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Item Summary/Background/Prior Action

On August 19, 2021, the City Council adopted the Notice of Intention to Issue City of Corinth Certificates of Obligation, Series 2021A, at least 45 days prior to the sale as required by state law. The notice was published on August 24 and August 31, 2021.

The certificates are being sold for an amount not to exceed \$4.5 million in bond proceeds for (i) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage and including acquiring land and interests in land; (ii) constructing and equipping municipal drainage improvements, including flood control and flood mitigation improvements and acquiring land; (iii) constructing, acquiring, installing and equipping additions, extensions and improvements to the City’s waterworks and sewer system; (iv) acquiring, constructing, installing and equipping park and recreational improvements in the City; (v) paying legal, fiscal, engineering and architectural fees in connection with these projects.

Upon approving the Ordinance Authorizing Issuance of Certificate of Obligation's, the Certificate’s will closing & delivery of funds to the City will be on November 18, 2021.

Staff Recommendation/Motion

Move approval of the ordinance authorizing the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, series 2021A, levying an annual ad valorem tax and providing for the security or and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

ORDINANCE

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF CORINTH, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING THE OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF DENTON §
CITY OF CORINTH §

WHEREAS, the City Council of the City of Corinth, Texas (the “Issuer”), deems it advisable to issue Certificates of Obligation for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code and Subchapter B, Chapter 1502, Texas Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in said city, said newspaper being a “newspaper” as defined in Section 2051.044, Texas Government Code;

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation;

WHEREAS, it is considered to be to the best interest of the Issuer that said interest-bearing Certificates of Obligation be issued to pay costs related to constructing, improving, acquiring and equipping the public improvements described below;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the certificates of obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of \$4,740,000 for paying all or a portion of the Issuer’s contractual obligations incurred in connection with (i) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage and including acquiring land and interests in land therefor; (ii) constructing and equipping municipal drainage improvements, including

flood control and flood mitigation improvements and acquiring land therefor; (iii) constructing, acquiring, installing and equipping additions, extensions and improvements to the City’s waterworks and sewer system; (iv) acquiring, constructing, installing and equipping park and recreational improvements in the City; and (v) paying legal, fiscal, engineering and architectural fees in connection with these projects (collectively, the “Project”).

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: “CITY OF CORINTH, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2021A,” and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated November 15, 2021, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the “Registered Owner”), and said certificates shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years (2/15)	Principal Amounts (\$)	Interest Rates (%)
***	***	***
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		

The term “Certificates” as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term “Certificate” shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints Zions Bancorporation, National Association dba Amegy Bank Division, Houston, Texas, to serve as paying agent and registrar for the Certificates (the “Paying Agent/Registrar”). The Mayor or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar’s standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (j) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a

new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying

Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar’s Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC’s FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar’s Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF CORINTH, TEXAS COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	November 18, 2021	February 15,	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Corinth, in Denton County, Texas (the “Issuer”), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the “Registered Owner”), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above.

Interest is payable on February 15, 2022 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of Zions Bancorporation, National Association dba Amegy Bank Division, Houston, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated November 15, 2021, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$__ for paying all or a portion of the Issuer's contractual obligations incurred in connection with The certificates of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of \$4,740,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage and including acquiring land and interests in land therefor; (ii) constructing and equipping municipal drainage improvements, including flood control and flood mitigation improvements and acquiring land therefor; (iii) constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system; (iv) acquiring, constructing, installing and equipping park and recreational improvements in the City; and (v) paying legal, fiscal, engineering and architectural fees in connection with these projects.

ON February 15, 2030, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST THIRTY (30) days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Certificate to be redeemed at its address as it appeared at the close of business on the business day next preceding the date of mailing such notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying

Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer (or in the City Secretary's absence, by the Assistant City Secretary), and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION dba AMEGY BANK DIVISION
Houston, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. ____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF CORINTH, TEXAS, in Denton County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

Years (2/15)	Principal Amounts (\$)	Interest Rates (%)
-----------------	---------------------------	-----------------------

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2022, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.”

C. The Initial Certificate shall be numbered “T-1.”

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special “Interest and Sinking Fund” is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge, not to exceed \$1,000, of revenues of the Issuer’s waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer’s revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer’s waterworks and sewer system, constituting “Surplus Revenues”. The Issuer shall

deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii) of this Section. All income from such Defeasance Securities which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3 of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL’S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall sign manually, by facsimile, electronically or otherwise the Comptroller’s Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer’s Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the “gross income” of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any “private business use,” as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so

used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent (5%) of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent (5%) is used for a “private business use” that is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent (5%) of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent (10%) of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings), if applicable;

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Certificates have been paid in full, 100 percent (100%) of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an

information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder; and

(11) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Manager or the Director of Finance of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Qualified Tax-Exempt Obligations. The Certificates are hereby designated as “qualified tax-exempt obligations” as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificates are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section 15 in order that the Certificates will not be considered “private activity bonds” within the meaning of section 141 of the Code.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to __ (the “Purchaser”), for the purchase price of \$__ (representing the par value thereof, plus a premium of \$__, and less a Purchaser’s discount of \$__). The Certificates shall initially be registered in the name of such Purchaser or its designee. It is officially found, determined, and declared that the Certificates have been sold at public sale to the bidder offering the lowest true interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Official Statement prepared and distributed in connection with the sale of the Certificates, and that the terms of such sale are the most advantageous reasonably obtainable. Said Official Notice of Sale and Bidding Instructions and Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the City Council of the Issuer, and their use in the offer and sale of the Certificates is hereby approved.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the preliminary official statement prepared in connection with the issuance of the Certificates, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, Mayor Pro Tem, City Manager, City Secretary and Director of Finance, and any other officers of the Issuer, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name of the Issuer all other such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the “Series 2021A Combination Tax and Limited Surplus Revenue Certificates of Obligation Construction Fund” for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

- “MSRB” means the Municipal Securities Rulemaking Board.
- “Rule” means SEC Rule 15c2-12, as amended from time to time.
- “SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in Exhibit A hereto. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2021. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet

website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of clauses 15 and 16 above, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or

repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition

to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the City or the City Council.

Section 16. PREMIUM. The Certificates are being sold at a premium equal to \$__. With respect to such premium attributable to the Certificates, \$__ shall be used to pay Purchaser's discount, \$92,991.45 shall be used to pay costs of issuance, and \$__ shall be deposited into the Construction Fund.

Section 17. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificate.

Section 19. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 20. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

(Execution Page Follows)

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH,
TEXAS on this 21st day of October 2021.

ATTEST:

Mayor, City of Corinth, Texas

City Secretary, City of Corinth, Texas

[CITY SEAL]

EXHIBIT A

ANNUAL FINANCIAL STATEMENTS AND OPERATING DATA

The following information is referred to in Section 13(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

-- Tables 1 - 6 and 8 – 14

-- Appendix B

ORDINANCE NO. 21-10-21-28

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 PURCHASE OF PROPERTY WITHIN THE TRANSIT ORIENTED DISTRICT; 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 \$350,000 for the purchase of Property within the Transit Oriented District; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures to pay an additional \$350,000 for the purchase of property within the Transit Oriented District; 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:

Three Hundred and Fifty Thousand Dollars (\$350,000) shall be appropriated into the Expenditures Line Items for the Economic Development Foundation.

Ordinance No. 21-10-21-28

The City of Corinth Budget and Annual Program of Services is hereby amended to increase Economic Development Foundation Expenditures by **\$350,000** for the purchase of Property within the Transit Oriented District. 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 21ST DAY OF OCTOBER 2021.

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:	10/21/2021	Title:	Budget Amendment – Land Purchase
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission 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 expenditure of funds for the purchase of property within the Transit Oriented District; and providing an effective date.

Item Summary/Background/Prior Action

The budget and annual program of services was adopted on September 16, 2021, by the City Council. At the time of adoption of the budget, the city was in the process of acquiring the Green property but did not complete the process by the end of the fiscal year. Staff is now prepared to complete the acquisition of the property. However, because the funding for the purchase was in the last fiscal year, it is now necessary to amend the budget so that funds are available to complete the acquisition. The budget amendment for council consideration is to amend the expenditures by \$350,000 for the Economic Development Foundation to purchase .972 acre tract of land in the J.P. Walton Survey.

Financial Impact

The budget amendment is for \$350,000 and will be funded by unencumbered reserves in the Economic Development Corporation Fund totaling \$447,152.

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 Economic Development Foundation Fund and amending the fiscal year 2021-2022 budget and annual program of services for the purchase of land.



CITY OF CORINTH
Staff Report

Meeting Date:	10/21/2021	Title:	Resolution Transportation Project Bond Recommendations – Shady Shores
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on a Resolution of the City of Corinth authorizing submission of transportation project recommendations, pertaining to Shady Shores Road, to Denton County for a future bond election.

Item Summary/Background/Prior Action

Denton County is soliciting recommendations for transportation projects for a future bond election. The City of Corinth is working with the Town of Shady Shores for recommending transportation projects for improvements for Shady Shores Road from Lakeway Boulevard to North Garza Road. Shady Shores Road is a 2-lane asphalt roadway with borrow ditches with a history of drainage issues. The City of Corinth’s Master Thoroughfare Plan calls for Shady Shores Road to be a 60’ Type-C Collector, the Denton County Thoroughfare Plan calls for Shady Shores Road to be a Minor Arterial 4 lane undivided 80’ to 100’ ROW, and the Town of Shady Shores calls for Shady Shores Road to be a 35’ B-B Arterial. The City of Denton has partially completed Right-of-Way construction from Lakeview to Fire Station #2. The City of Corinth is requesting that Denton County includes Shady Shores Road from Lakeway Boulevard to North Garza Road based on the Denton County Thoroughfare Pan at an established cost of \$19.5 million to include in the next transportation bond election.

Financial Impact

If Denton County includes this request in the next transportation bond election, then the project of \$19 million will be covered by the Denton County bond.

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Staff recommends authorization to submit transportation project recommendations pertaining to Shady Shores Road to Denton County to be included in a future bond election.

Panel 1 - Shady Shores ROW Project Location



Shady Shores Rd ROW Project

Owner of ROW

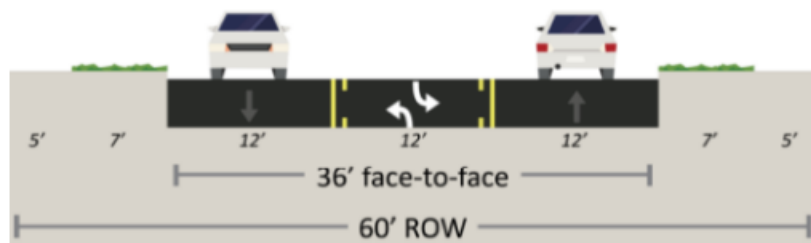
- █ Shady Shores
- █ Shady Shores / Corinth
- █ Denton / Corinth
- █ Denton

Panel 2 - ROW Types

Minimum ROW

- a. Corinth T-Plan 60' – Type C Collector (however additional ROW is necessary for drainage conveyance) (37' B-B)
- b. Denton County T-plan – Minor Arterial 4 lane undivided 80 to 100' ROW
- c. Shady Shores – Arterial (35' B-B)

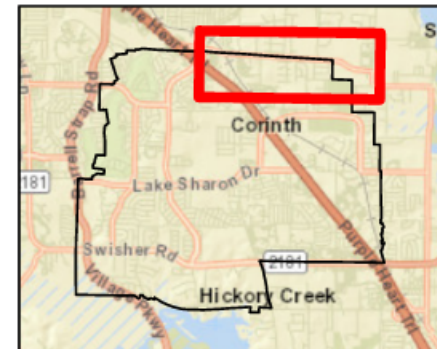
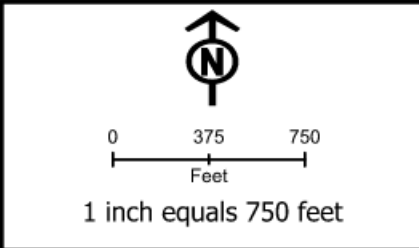
Type C - Collector



Panel 3 - Denton has completed ROW construction from Old Hwy 77 to Fire Station #2



Panel 4 - Shady Shores Drainage Issues Example



This map is the property of the City of Corinth, and is not to be reproduced by any means, mechanical or digital, without written consent of the City. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 21-10-21-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING SUBMISSION OF TRANSPORTATION PROJECT RECOMMENDATIONS PERTAINING TO SHADY SHORES ROAD TO DENTON COUNTY FOR A FUTURE BOND ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Denton County is soliciting recommendations for transportation projects for a future bond election; and

WHEREAS, the City of Corinth is working with the Town of Shady Shores to recommend transportation projects for improvements to Shady Shores Road from Lakeway Boulevard to North Garza Road as shown on Exhibit “A”; and

WHEREAS, Shady Shores Road is a two lane asphalt roadway with borrow ditches; and

WHEREAS, Shady Shores Road has a history of drainage issues; and

WHEREAS, the City of Corinth’s Master Thoroughfare Plan calls for Shady Shores Road to be a 60’ Type-C Collector, the Denton County Thoroughfare Plan calls for Shady Shores Road to be a Minor Arterial four lane undivided 80’ to 100’ ROW, and the Town of Shady Shores calls for Shady Shores Road to be a 35’ B-B Arterial; and

WHEREAS, the City of Corinth desires that Denton County include improvements to Shady Shores Road from Lakeway Boulevard to North Garza Road in its future bond election, based on the Denton County Thoroughfare Plan, and Exhibit A.

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

Section 1. The recitals stated above are hereby adopted for all purposes.

Section 2. The City Council of the City of Corinth hereby recommends and requests that Denton County include the requested improvements to Shady Shores Road from Lakeway Boulevard to North Garza Road, as demonstrated on Exhibit A, attached hereto and incorporated as if set forth fully herein, based on the Denton County Thoroughfare Pan, at an established, estimated cost of \$19 million, in the next County transportation bond election. The City Manager or designee is hereby authorized to submit such recommendation to Denton County and execute any ancillary documents as necessary to effectuate the intent of this Resolution.

Section 3. This Resolution shall take effective immediately upon its passage by the City Council.

PASSED AND APPROVED this 21st day of October 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Exhibit A



CITY OF CORINTH
Staff Report

Meeting Date:	10/21/2021	Title:	Resolution Global Opioid Settlement Participation
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 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 authorizing participation in the Global Opioid Settlement as set forth in the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet.

Item Summary/Background/Prior Action

The State of Texas and its communities have been harmed by the epidemic caused by opioid use and distribution. The State of Texas has entered a national settlement against several major pharmaceutical companies that have contributed to the epidemic. Each city in the State now has the option to participate in the settlement and must submit required materials to the Office of the Attorney General by January 2, 2022. One such requirement is to pass a Resolution adopting the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet. Such adoption will permit the city to receive a portion of the settlement funds. Permissive uses of the funds include, but are not limited to, providing direct relief and treatment of opioid use, and to support community programs to prevent future harm from drug use. A prevention program based on the Developmental Asset Model has been shown to be highly effective. Hence, the staff recommendation is to allocate the settlement funds to the Lake Cities Focus to promote internal and external asset growth and for surveys to measure the changes in the number of assets among lake cities youth. Based on the settlement offer, staff believes this will provide sufficient funding for approximately eight years.

Financial Impact

If the City of Corinth enters the settlement, then it can be expected that the City of Corinth will be allocated at least \$75,298 to use in ways that will mitigate the harms caused by the opioid crisis in the local community.

Staff Recommendation/Motion

The staff recommendation is to approve the resolution and to participate in the settlement.

EXHIBIT K

Settlement Participation Form

Governmental Entity: City of Corinth	State: Texas
Authorized Official: Bob Hart, City Manager	
Address 1: 3300 Corinth Pkwy	
Address 2:	
City, State, Zip: Corinth, TX 76208	
Phone: 940-498-3240	
Email: bob.hart@cityofcorinth.com	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Bob Hart

Title: City Manager

Date: 10/21/2021

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

- of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
 3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
 4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

- from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.
5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement


We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.


Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

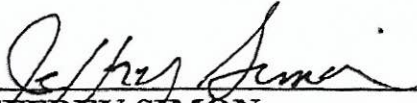


KENNETH PAXTON, JR.
ATTORNEY GENERAL

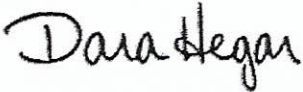
**FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:**



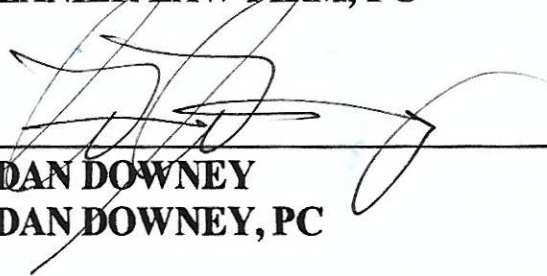
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement
Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state’s political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council’s members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. Statewide Members.

Six members appointed by the Governor and Attorney General to represent the State’s interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. Regional Members.

Six (6) members appointed by the State’s political subdivisions to represent their designated Texas Health and Human Services Commission “HHSC” Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor’s State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council’s initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities’ needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.

2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions’ targeted funding needs as approved by the Council on an annual basis.

3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions’ funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.

2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Lorraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Winderest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnssboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million

Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltrie, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity: City of Corinth	State: Texas
Authorized Official: Bob Hart, City Manager	
Address 1: 3300 Corinth Pkwy	
Address 2:	
City, State, Zip: Corinth, TX 76208	
Phone: 940-498-3240	
Email: bob.hart@cityofcorinth.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Bob Hart

Title: City Manager

Date: 10/21/2021



KEN PAXTON
ATTORNEY GENERAL of TEXAS

SUMMARY OF PROPOSED OPIOID SETTLEMENTS



SUMMARY OF PROPOSED OPIOID SETTLEMENTS

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

FINANCIAL TERMS

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of

payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

INJUNCTIVE TERMS

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

HOW TO JOIN

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to opioids@oag.texas.gov.

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

FOR MORE INFORMATION, PLEASE VISIT:
www.texasattorneygeneral.gov/globalopioidsettlement

EXHIBIT E**List of Opioid Remediation Uses****Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) /Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARP”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women— or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
 7. Increasing electronic prescribing to prevent diversion or forgery.
 8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 21-10-21-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING PARTICIPATION IN THE GLOBAL OPIOID SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas (the “City”), obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions, entered into an Agreement entitled, Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet, (hereafter, the “Texas Term Sheet”), approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as **Exhibit “A”**; and

WHEREAS, the State of Texas has recommended that the City Council of the City (the “City Council”) support the adoption and approval the Texas Term Sheet in its entirety.

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

Section 1. The recitals stated above are hereby adopted for all purposes.

Section 2. The City Council finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City.

b. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet, attached hereto as **Exhibit “A”**. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The City Council also understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and political subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

Section 3. This Resolution shall take effective immediately upon its passage by the Town Council.

PASSED AND APPROVED on this the 21st day of October, 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Exhibit A