

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, June 20, 2024 at 6:30 PM

City Hall | 3300 Corinth Parkway

View live stream: www.cityofcorinth.com/remotesession

Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology.

A. NOTICE IS HEREBY GIVEN of a Regular Meeting of the Corinth City Council.

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

C. 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.

D. PUBLIC HEARING

1. Conduct a Public Hearing to consider testimony and act on a City initiated request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone 15 properties totaling approximately ± 36.1 acres from I Industrial, C-2 Commercial, and Planned Development No. 21 (PD-21) to MX-C Mixed Use Commercial, with the subject properties being generally located at 3300 Corinth Pkwy, 2700 W Shady Shores Rd, 1200 N. Corinth St, 1206 N. Corinth St, 1212 N. Corinth St, 3009 Walton Dr, 1501 N. Corinth St, west of N. Corinth St and south 1400 N. Corinth St, the northeast corner of N. Corinth St and Walton Dr, the northeast corner of I-35E and Corinth Pkwy, and the southeast corner of I-35E and Corinth Pkwy. Case No. ZMA24-0001 MX-C Rezoning.

2. Conduct a Public Hearing to consider testimony and act on a request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of Planned Development No. 21 (PD-21), as adopted by Ordinance No. 99-03-18-05 and amended by Ordinance No. 24-03-21-14, to remove 3 properties totaling approximately ± 7.8 acres generally located at 3300 Corinth Pkwy and the northeast corner of I-35E and Corinth Pkwy. Case No. ZAPD24-0004 PD-21 Boundary Amendment

E. BUSINESS AGENDA

3. Consider and act on a contract for engineering plan review services with Shield Engineering, PLLC, in the amount of \$60,000 and authorize the City Manager to execute the necessary documents.

F. 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.

G. EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following

items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

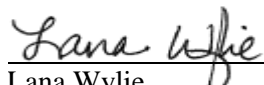
Section 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State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

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

I. ADJOURN

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

Posted on this 17th day of June 2024, at 5:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	1/4/2024	Title: City-Initiated Rezoning Request to MX-C for Various City/EDC Owned Properties (ZMA24-0001)
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development	
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input checked="" type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission At their June 3, 2024 Special Session, the Planning & Zoning Commission voted unanimously to recommend approval of the request.	

Item/Caption

Conduct a Public Hearing to consider testimony and act on a City initiated request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone 15 properties totaling approximately ±36.1 acres from I Industrial, C-2 Commercial, and Planned Development No. 21 (PD-21) to MX-C Mixed Use Commercial, with the subject properties being generally located at 3300 Corinth Pkwy, 2700 W Shady Shores Rd, 1200 N. Corinth St, 1206 N. Corinth St, 1212 N. Corinth St, 3009 Walton Dr, 1501 N. Corinth St, west of N. Corinth St and south 1400 N. Corinth St, the northeast corner of N. Corinth St and Walton Dr, the northeast corner of I-35E and Corinth Pkwy, and the southeast corner of I-35E and Corinth Pkwy. Case No. ZMA24-0001 MX-C Rezoning.

Item Summary/Background/Existing Conditions

The City is requesting a rezoning of 15 properties owned by the City of Corinth and the Corinth Economic Development Corporation. The 2020 Comprehensive Plan identifies this area and these properties as “Mixed-Use TOD”, or Transit Oriented Development (see Attachment 3 – Land Use and Development Strategy map). The purpose and intent are stated to maximize the development of a mixed-use regional center in conjunction with a commuter rail stop on the DCTA line at Corinth Parkway and Interstate 35E, develop character and context befitting a new downtown with a range of urban residential, retail and office uses, and to become a destination for day and evening dining, entertainment, and community festivals and events. An important transit option that is also highly conducive to development is the Denton Katy Trail which runs along the railroad downtown.

The properties are currently zoned Industrial, which is not an appropriate zoning for downtown, mixed-use TOD development, or PD-21 with C2 base zoning, which does not allow for the height, mix of uses, or urban form allowed for and required in MX-C zoning. The MX-C zoning category standards, which were recently revised and updated to be consistent with the intent of Mixed-Use TOD, are ideal for implementing the land use types and density outlined in the Comprehensive Plan for Mixed-Use TOD. Rezoning to MX-C will also provide an incentive and opportunity for mixed-use development on certain parcels that would be consistent with the goals for downtown development.

On May 6, 2024, the Corinth Economic Development Corporation voted unanimously to request a rezoning of the CEDC owned properties to MX-C. Those properties are: 1212 North Corinth Street, Pinnell Square Addition Block A, Lot 2 , J.P. Walton Block Lot ROW2, and J.P. Walton Block Lot 0ROW.

Compliance with the Comprehensive Plan

This zoning request is consistent with the 2040 Comprehensive Plan’s Land Use and Development Strategy which identifies this area and these properties as “Mixed-Use TOD”, or Transit Oriented Development (see Attachment 3 – Land Use and Development Strategy map).

Public Notice

Notice of the public hearing was provided in accordance with the City Ordinance and State Law by,

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property and to the Denton ISD.
- The Applicant posted a “Notice of Zoning Change” sign along Post Oak Drive.
- The Public Hearing notice was posted on the City’s Website.

Letters of Support/Protest

As of the date of this report, the City has received one (1) letter of support and no letters of opposition from property owners located within 200 feet of the subject property (see Attachment 4). Letters received after this date will be presented to the City Council at the time of Public Hearing.

Staff Recommendation

Staff recommends approval as presented.

Planning & Zoning Commission Recommendation

At their June 3, 2024, Special Session, the Planning & Zoning Commission voted unanimously 3-0 to recommend approval of the request subject to the conditions requested by staff listed above.

Motion

“I move to recommend approval of Case No. ZMA24-0001 –Rezoning to MX-C for Various City/EDC Owned Properties, as presented.”

Alternative Actions by the City Council

The City Council may also,

- Approve with stipulations.
- Continue the Public Hearing and table action on the request to a definitive or non-defined date.
- Deny the request.

Supporting Documentation

1. Existing Zoning Map showing properties proposed to be rezoned
2. Proposed Zoning Map showing properties proposed to be rezoned
3. Land Use and Development Strategy Map from 2040 Comprehensive Plan
4. 200-foot Zoning Buffer Exhibit and Correspondence from Property Owners
5. Draft 6-3-24 Planning & Zoning Commission Minutes



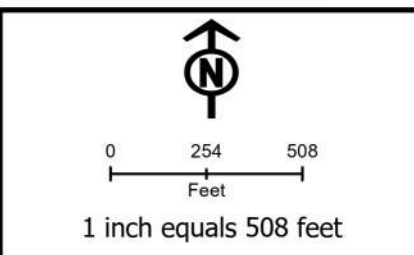
**ATTACHMENT 1:
PROPERTIES TO BE REZONED**

Exhibit B
Properties Proposed
for MX-C Zoning
 Rezoned to MX-C (ZMA24-0001)

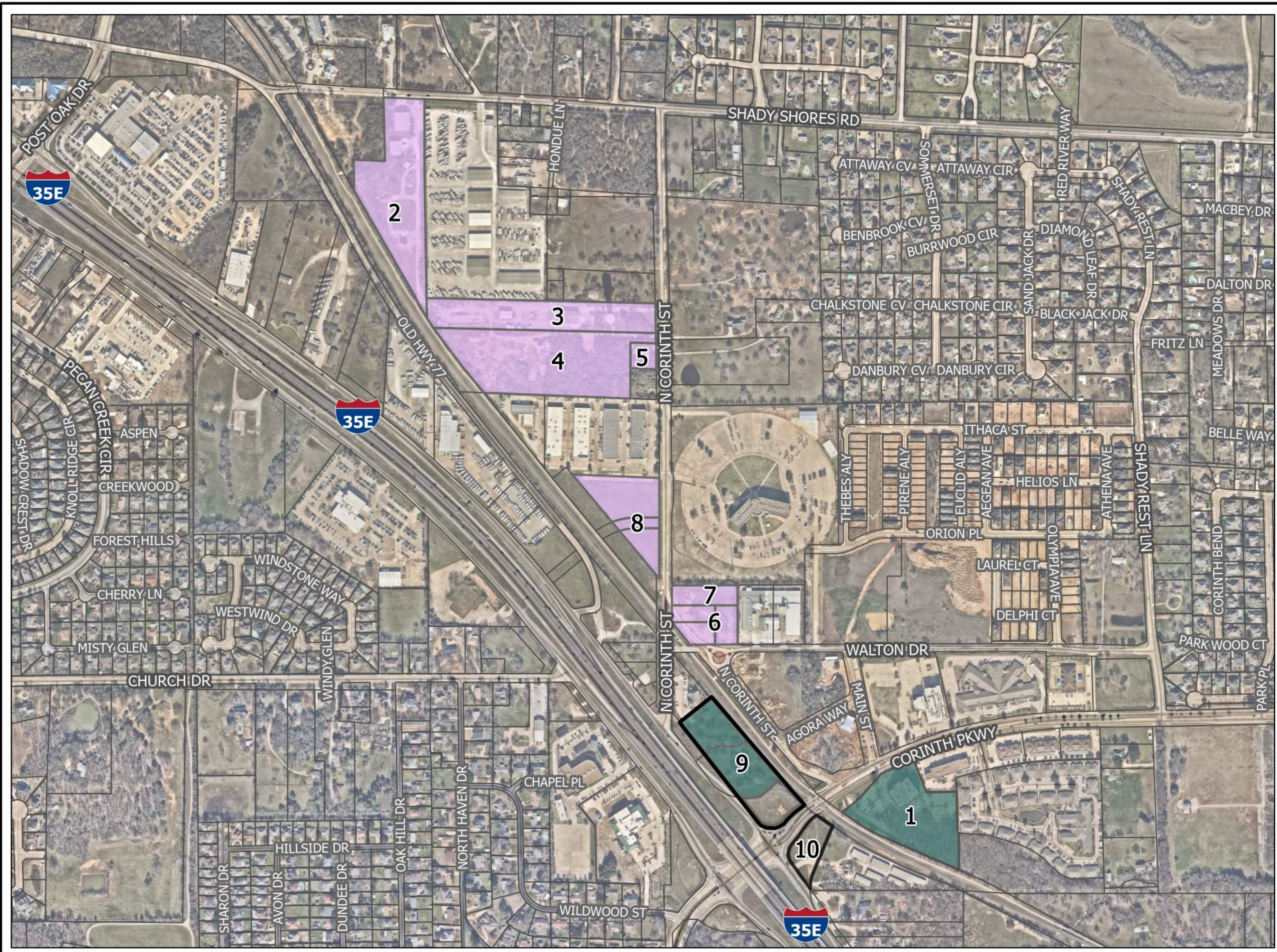
Current Zoning District

- PD-21 (C-2)
- Industrial
- No Zoning

6/13/2024



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 property boundaries.

















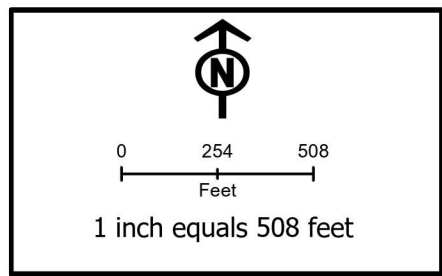
**ATTACHMENT 2:
PROPOSED ZONING MAP CHANGES**

Proposed Rezoning

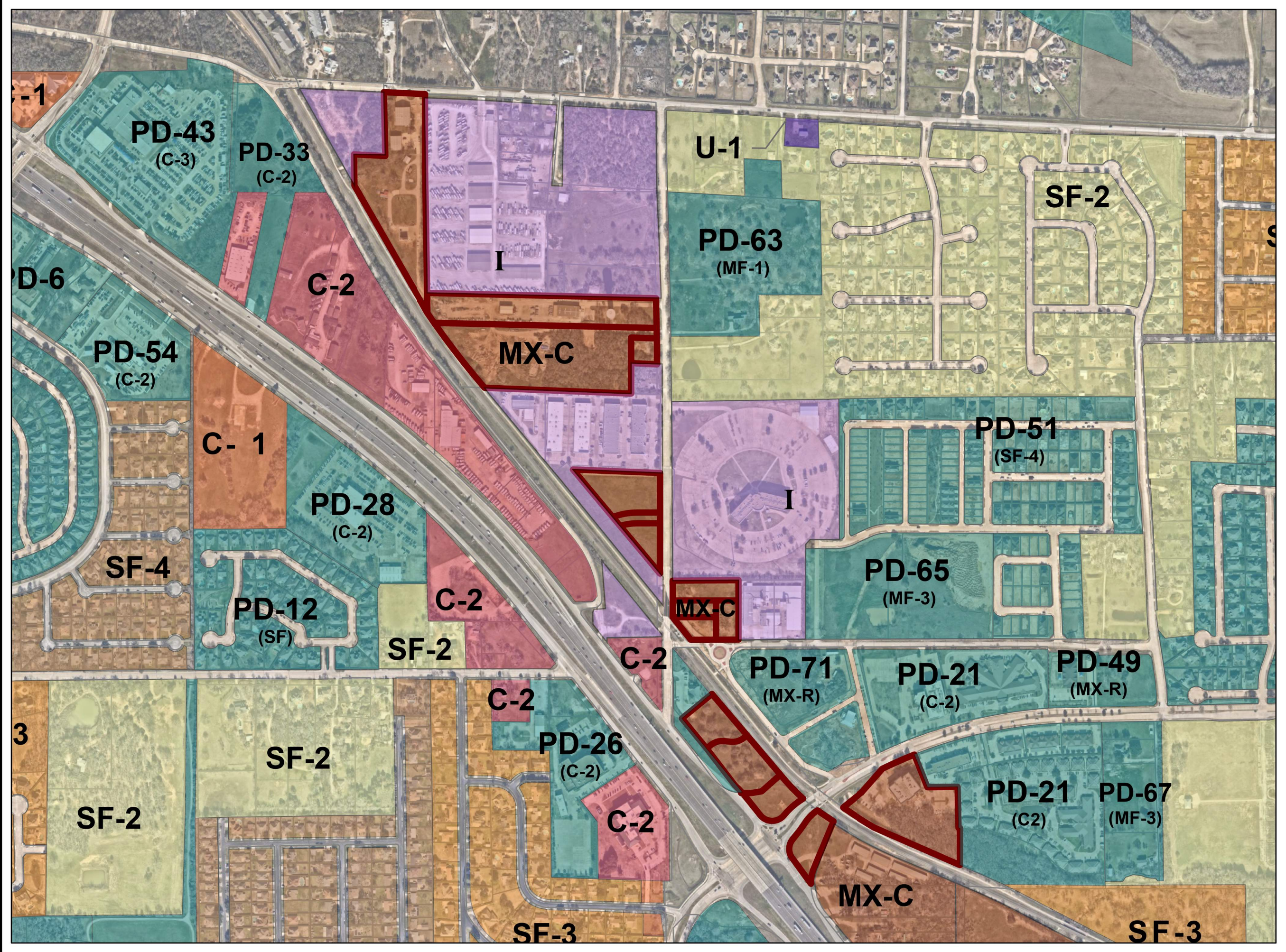
Rezoned to MX-C (ZMA24-0001)

-  Parcels Rezoned to MX-C
- Zoning Districts**
-  C-1 Commercial
-  C-2 Commercial
-  I Industrial
-  MF-3 Multi-Family Residential
-  MX-C Mixed Use Commercial
-  PD Planned Development
-  SF-1 Single Family Residential
-  SF-2 Single Family Residential
-  SF-3 Single Family Residential
-  SF-4 Single Family Residential
-  U-1 Utility

5/13/2024



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 pro boundaries.





**ATTACHMENT 3:
LAND USE AND DEVELOPMENT STRATEGY MAP**

City of Corinth Land Use and Development Strategy

Future Land Use Classification

- Neighborhood
- Mixed-Residential
- Mixed Use - TOD
- Mixed Use - Node
- Retail/Commercial
- Corridor Commercial
- Office/Employment
- Institutional/Public/Civic
- Parks/Open Space

Road Classes

- Highway
- Major/Minor Arterial
- Collector
- Local

Revisions

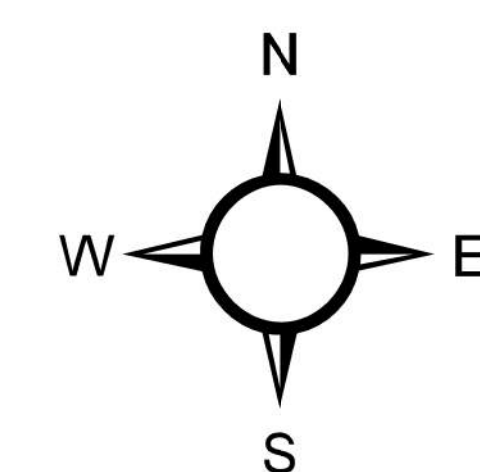
Date	Ordinance #
12/17/2020	20-12-17-40
5/5/2022	22-05-05-13
3/2/2023	23-03-02-04
3/2/2023	23-03-02-06
1/18/2024	24-01-18-03

Note: This Plan is to be administered in coordination with the Active Transportation Plan & Master Thoroughfare Plan

***A Comprehensive Plan shall not constitute zoning regulations or establish zoning boundaries**



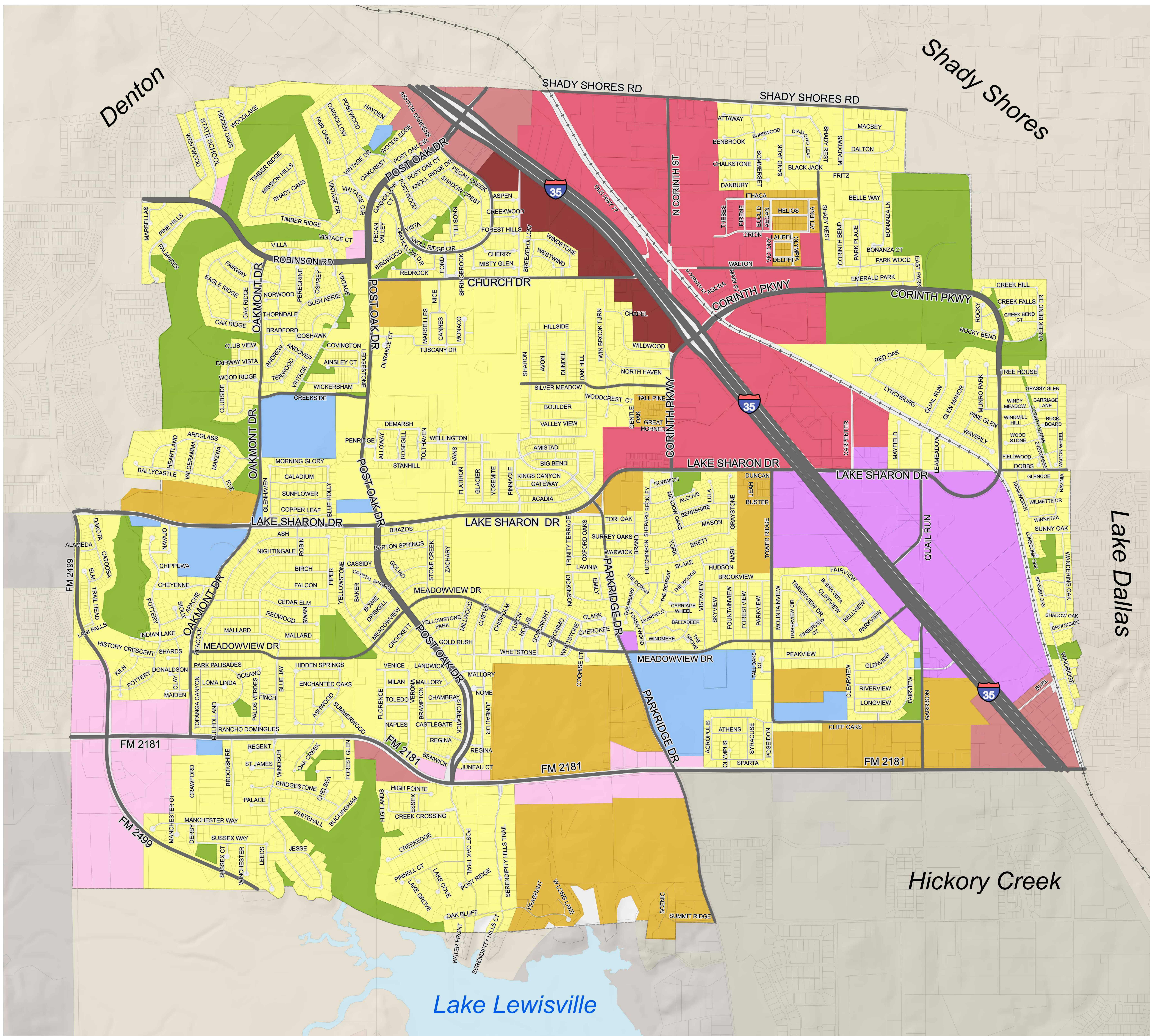
CORINTH
TEXAS



1/18/2024

Print Date: 1/29/2024

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 property boundaries.





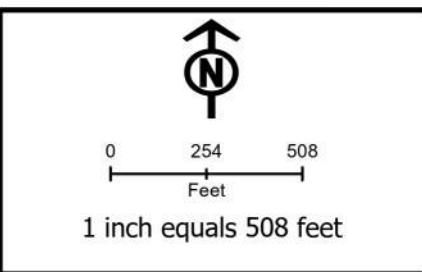
**ATTACHMENT 4:
200 FT BUFFER MAP AND CORRESPONDENCE FROM
PROPERTY OWNERS**

Proposed Zoning Change

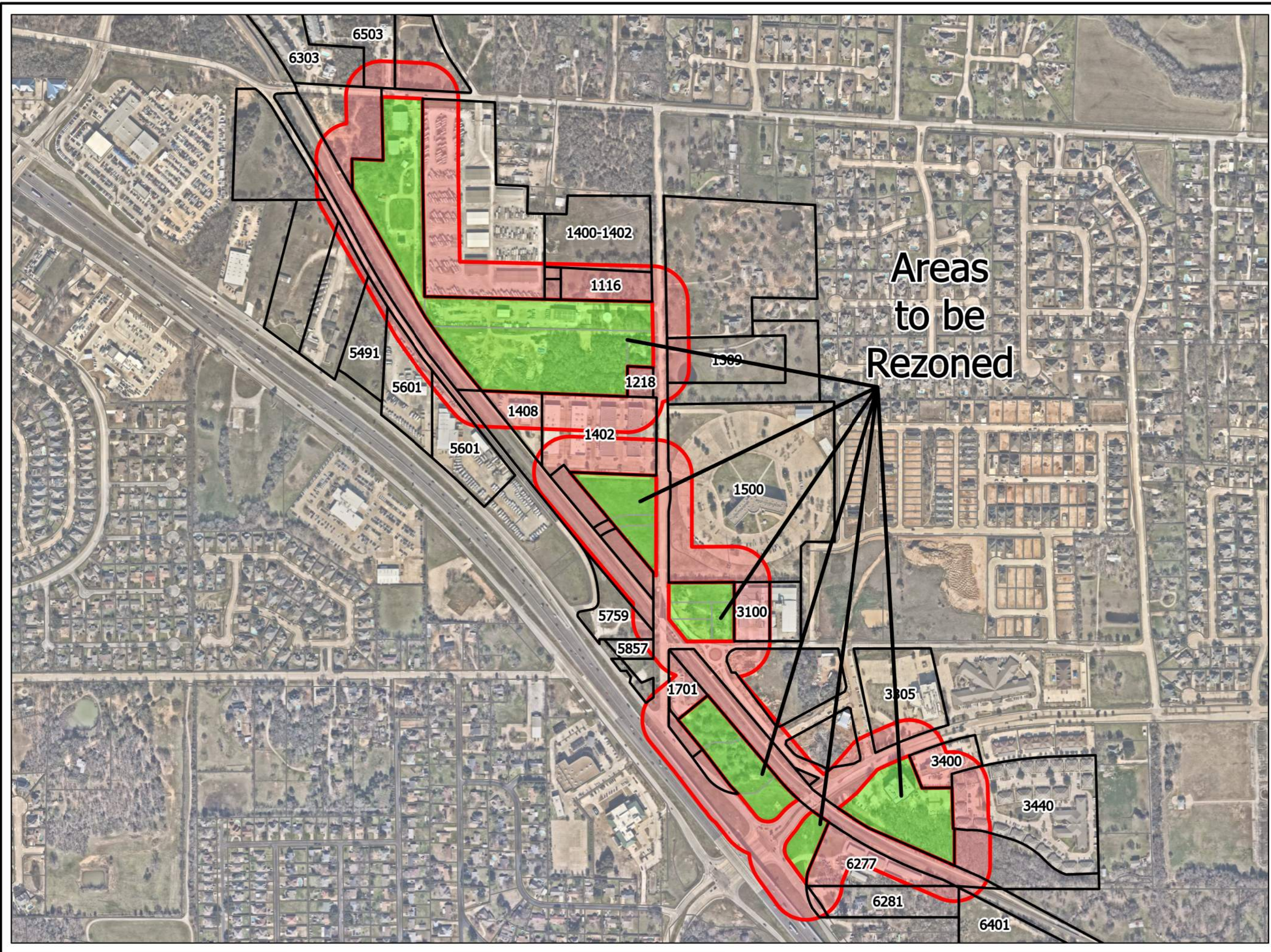
Rezoned to MX-C (ZMA24-0001)

- Area to be Rezoned
- Properties within 200 ft of area proposed to be rezoned to MX-C Mixed Use Commercial

5/13/2024



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 p boundaries.





Planning and Zoning Commission Meeting
Date: **MONDAY, June 3, 2024 at 6:30 P.M.**

RECEIVED
MAY 2024
Section D, Item 1.

City Council Regular Meeting
Date: **THURSDAY, June 20, 2024 at 6:30 P.M.** * (see below for additional information)

BY:

Hearings Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meetings will be broadcast live at <https://www.cityofcorinth.com/remotesession>.

PUBLIC HEARING NOTICE

Dear Property Owner:

On Monday, June 3, 2024, at 6:30 PM, the City of Corinth Planning and Zoning Commission will conduct a public hearing on the item listed below. Should the Planning & Zoning Commission make a recommendation, the Corinth City Council will conduct a public hearing on Thursday, June 20, 2024, at 6:30 PM and will consider acting on the item listed below. The meetings will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.

- A request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone 15 properties totaling approximately ±36.1 acres from I Industrial, C-2 Commercial, and Planned Development No. 21 (PD-21) to MX-C Mixed Use Commercial, with the subject properties being generally located at 3300 Corinth Pkwy, 2700 W Shady Shores Rd, 1200 N. Corinth St, 1206 N. Corinth St, 1212 N. Corinth St, 3009 Walton Dr, 1501 N. Corinth St, west of N. Corinth St and south 1400 N. Corinth St, the northeast corner of N. Corinth St and Walton Dr, the northeast corner of I-35E and Corinth Pkwy, and the southeast corner of I-35E and Corinth Pkwy. Case No. ZMA24-0001 MX-C Rezoning

*The June 20, 2024, City Council Public Hearing will only be held should the Planning & Zoning Commission make a recommendation on June 3, 2024. Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

As a property owner within two hundred (200) feet of the area to be rezoned, you are invited to attend this meeting in-person and voice your opinion at the public hearing (please note you are not required to attend).

Additionally, your opinion regarding the request on the amendment described above may be expressed by notation on this form or by letter. You may support or oppose this request; your opposition will be considered a protest. Signed written comments must be received by the City of Corinth Development Services Department at 3300 Corinth Parkway, Corinth, Texas 76208 (3 days prior to public hearing). Signed comments may be scanned and sent by email to Michelle Mixell, Planning Manager, at planning@cityofcorinth.com. Additionally, if you have any questions regarding this request, you may call 940-498-3262 for assistance.

I am writing in (Check as applicable) Support: Opposition: of the proposal.

Name/Address/City: **(REQUIRED)**

Signature: **(REQUIRED)**

Robbie Baugh - NOTC
(Please Print)

Robbie Baugh
(Signature)



**ATTACHMENT 5:
DRAFT 6-3-24 PLANNING & ZONING
COMMISSION MINUTES**



**MINUTES
PLANNING & ZONING COMMISSION
SPECIAL SESSION**

Monday, June 3, 2024, at 6:30 PM

City Hall | 3300 Corinth Parkway

On the 3rd day of June 2024, the Planning & Zoning Commission of the City of Corinth, Texas, met in Special Session at the Corinth City Hall at 6:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas.

Commissioners Present:
Vice-Chair Mark Klingele
Adam Guck
Crystin Jones

Commissioners Absent:
Chair Alan Nelson
KatieBeth Bruxvoort
Rebecca Rhule
Chris Smith

Staff Members Present:
Melissa Dailey, Director of Planning and Development
Michelle Mixell, Planning Manager
Matthew Lilly, Planner

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Vice-Chair Mark Klingele called the meeting to order at 6:31 PM.

B. ESTABLISH VOTING MEMBERS AND DESIGNATE ALTERNATES

C. PLEDGE OF ALLEGIANCE

D. CONSENT AGENDA

1. Consider the approval of minutes for the Planning & Zoning Commission Workshop and Regular Session held on March 25, 2024.

Commissioner Guck made a motion to adopt the consent agenda, seconded by Commissioner Jones.

Motion passed unanimously: 3-for, 0-against.

E. BUSINESS AGENDA

2. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of Planned Development No. 21 (PD-21), as adopted by Ordinance No. 99-03-18-05 and amended by Ordinance No. 24-03-21-14, to remove 3 properties totaling

approximately ±7.8 acres generally located at 3300 Corinth Pkwy and the northeast corner of I-35E and Corinth Pkwy. Case No. ZAPD24-0004 PD-21 Boundary Amendment

Michelle Mixell, Planning Manager, provided a presentation on behalf of Staff and recommended approval as presented.

Vice-Chair Klingele opened the public hearing at 6:51.

Vice-Chair Klingele closed the public hearing at 6:51.

Commissioner Guck made a motion to recommend approval of Case No. ZAPD24-0004 – 2600 Lake Sharon Drive as presented, seconded by Commissioner Jones.

Motion passed unanimously: 3-for, 0-against.

3. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on City initiated request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone 15 properties totaling approximately ±36.1 acres from I Industrial, C-2 Commercial, and Planned Development No. 21 (PD-21) to MX-C Mixed Use Commercial, with the subject properties being generally located at 3300 Corinth Pkwy, 2700 W Shady Shores Rd, 1200 N. Corinth St, 1206 N. Corinth St, 1212 N. Corinth St, 3009 Walton Dr, 1501 N. Corinth St, west of N. Corinth St and south 1400 N. Corinth St, the northeast corner of N. Corinth St and Walton Dr, the northeast corner of I-35E and Corinth Pkwy, and the southeast corner of I-35E and Corinth Pkwy. Case No. ZMA24-0001 MX-C Rezoning

Michelle Mixell, Planning Manager, provided a presentation on behalf of Staff and recommended approval as presented.

Commissioner Guck asked if there were any plans around how pedestrian traffic to and from the downtown district would be handled.

Mixell explained that pedestrian connectivity has been encouraged and is beginning to be implemented with new developments and the goal is for pedestrian improvements to be made incrementally as new development and redevelopment occurs. She stated that public improvements may also be possible in the future as additional funds become available.

Commissioner Guck stated that it was currently challenging to envision this connectivity given the proximity of many of these properties to the interstate and busy streets.

Mixell stated that with in an upcoming presentation of the downtown plan, Staff would highlight possible plans for pedestrian connections under the I-35E over pass.

Commissioner Jones asked how parking would be addressed in the downtown district.

Mixell explained that on-street parking and structured parking would be integrated into new developments and future public improvements.

Vice-Chair Klingele opened the public hearing at 6:51.

Vice-Chair Klingele closed the public hearing at 6:51.

Commissioner Guck made a motion to recommend approval of Case No. ZMA24-0001 – MX-C Rezoning as presented, seconded by Commissioner Jones.

Motion passed unanimously: 3-for, 0-against.

E. DIRECTORS REPORT

Melissa Dailey, Director of Planning and Development, informed the Commission that a joint meeting was being planned for next month to discuss the downtown plan.

F. ADJOURNMENT

There being no further business before the Commission, the Special Session was adjourned at 6:54 PM.

MINUTES APPROVED THIS _____ DAY OF _____, 2024.

Alan Nelson, Planning and Zoning Commission Chairman



CITY OF CORINTH
Staff Report

Meeting Date:	6/20/2024	Title:	PD-21 Boundary Amendment
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission At their June 3, 2024 Special Session, the Planning & Zoning Commission voted unanimously to recommend approval of the request.		

Item/Caption

Conduct a Public Hearing to consider testimony and act on a request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of Planned Development No. 21 (PD-21), as adopted by Ordinance No. 99-03-18-05 and amended by Ordinance No. 24-03-21-14, to remove 3 properties totaling approximately ±7.8 acres generally located at 3300 Corinth Pkwy and the northeast corner of I-35E and Corinth Pkwy. Case No. ZAPD24-0004 PD-21 Boundary Amendment



Properties to remain in PD-21 Boundary (C-2)
 Property to be removed from PD-21 Boundary

Item Summary/Background/Existing Conditions

The subject properties are identified as portions of “Tract 3” and “Tract 4” of Planned Development No. 21 – The Parks of Corinth (PD-21), approved March 18, 1998. Tracts 3 and 4 of PD-21 have a base zoning district of C-2 Commercial. This item is being presented as a companion to a Zoning Change Application (Case No. ZMA24-0001 – MX-C Zoning Change), to change the base zoning of the subject sites to MX-C Mixed Use Commercial.

Compliance with the Comprehensive Plan

This zoning request is consistent with the 2040 Comprehensive Plan’s Land Use and Development Strategy which identifies this area and these properties as “Mixed-Use TOD”, or Transit Oriented Development (see Attachment 3 – Land Use and Development Strategy map).

Public Notice

Notice of the public hearing was provided in accordance with the City Ordinance and State Law by,

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property and to the Denton ISD.
- The Applicant posted a “Notice of Zoning Change” sign along Post Oak Drive.
- The Public Hearing notice was posted on the City’s Website.

Letters of Support/Protest

As of the date of this report, the City has received no letters of support and no letters of opposition for this request. Letters received after this date will be presented to the Planning and Zoning Commission at the time of Public Hearing. See Attachment 2 – 200 ft Zoning Buffer Exhibit

Staff Recommendation

Staff recommends approval as presented.

Planning & Zoning Commission Recommendation

At their June 3, 2024, Special Session, the Planning & Zoning Commission voted unanimously 3-0 to recommend approval of the request subject to the conditions requested by staff listed above.

*Should the application for the MX-C Zoning Change be approved, this boundary amendment must be approved to remove the subject properties from PD-21 and allow the MX-C standards to govern the site. Should the application for a new Planned Development be denied, this proposed boundary amendment would be denied, and the subject properties would remain as entitled in PD-21, with a base zoning district of C-2 Commercial.

Motion

Staff recommends approval as presented, subject to the approval of the companion rezoning request (Case No. ZMA24-0001 – MX-C Zoning Change).

Alternative Actions by the City Council

The City Council may also,

- Approve with stipulations.
- Continue the Public Hearing and table action on the request to a definitive or non-defined date.
- Deny the request.

Supporting Documentation

1. Amended PD-21 Boundary Map
2. 200-foot Zoning Buffer Exhibit
3. Draft 6-3-24 Planning & Zoning Commission Minutes

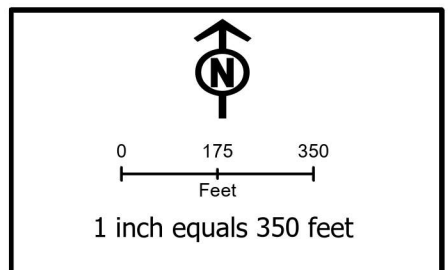


**ATTACHMENT 1:
AMENDED PD-21 BOUNDARY MAP**

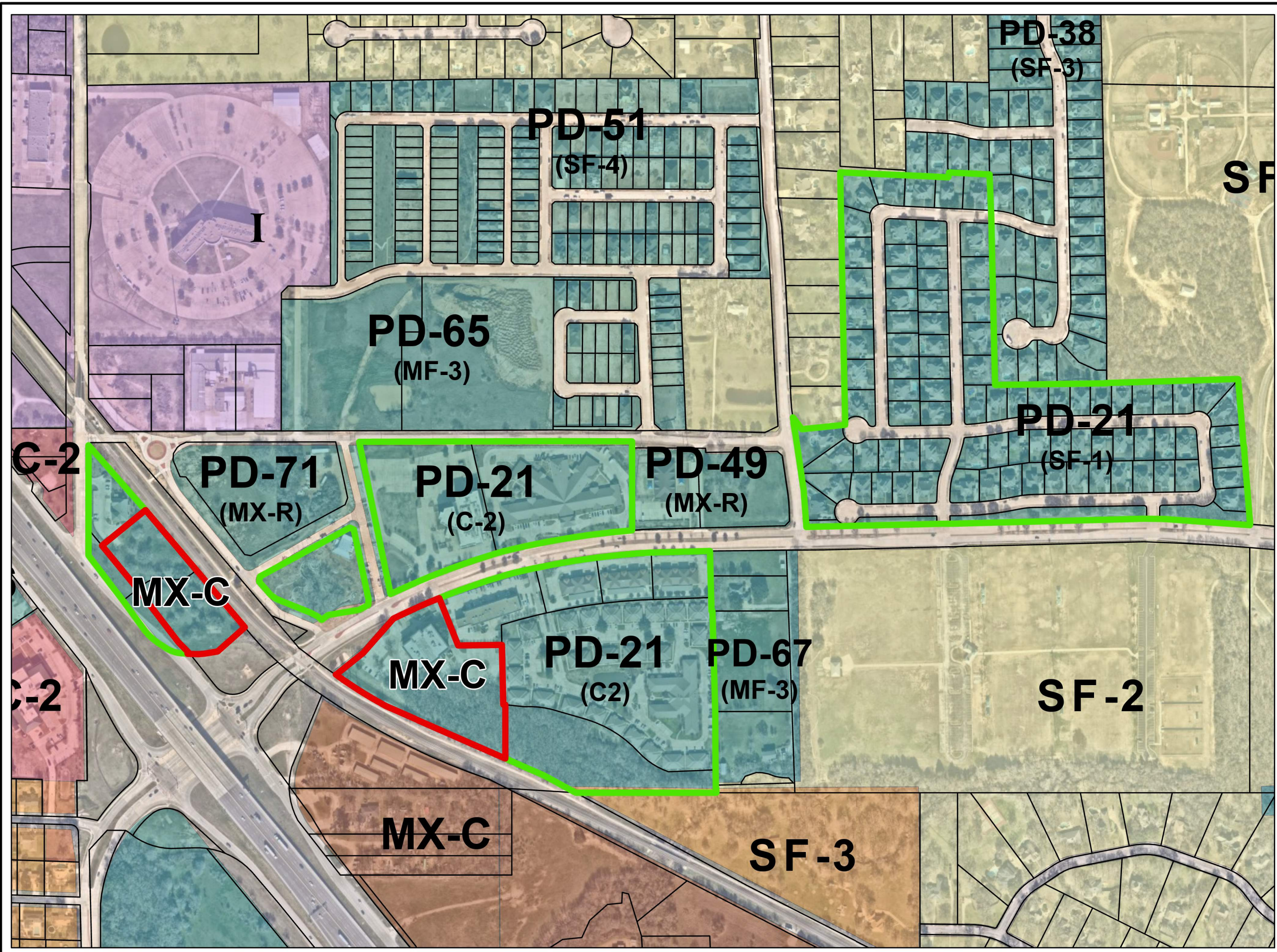
Amended PD-21 Boundary Map

- Zoning Districts**
- C-1 Commercial
 - C-2 Commercial
 - I Industrial
 - MX-C Mixed Use Commercial
 - PD Planned Development
 - SF-2 Single Family Residential
 - SF-3 Single Family Residential
 - MX-C
 - New PD-21 Boundary

5/29/2024



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.





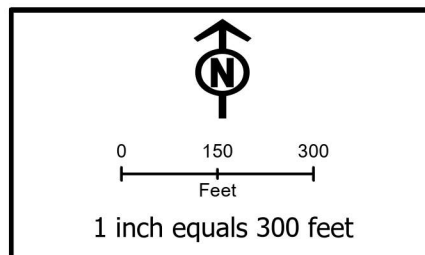
**ATTACHMENT 2:
200 FT ZONING BUFFER MAP**

Boundary Alteration

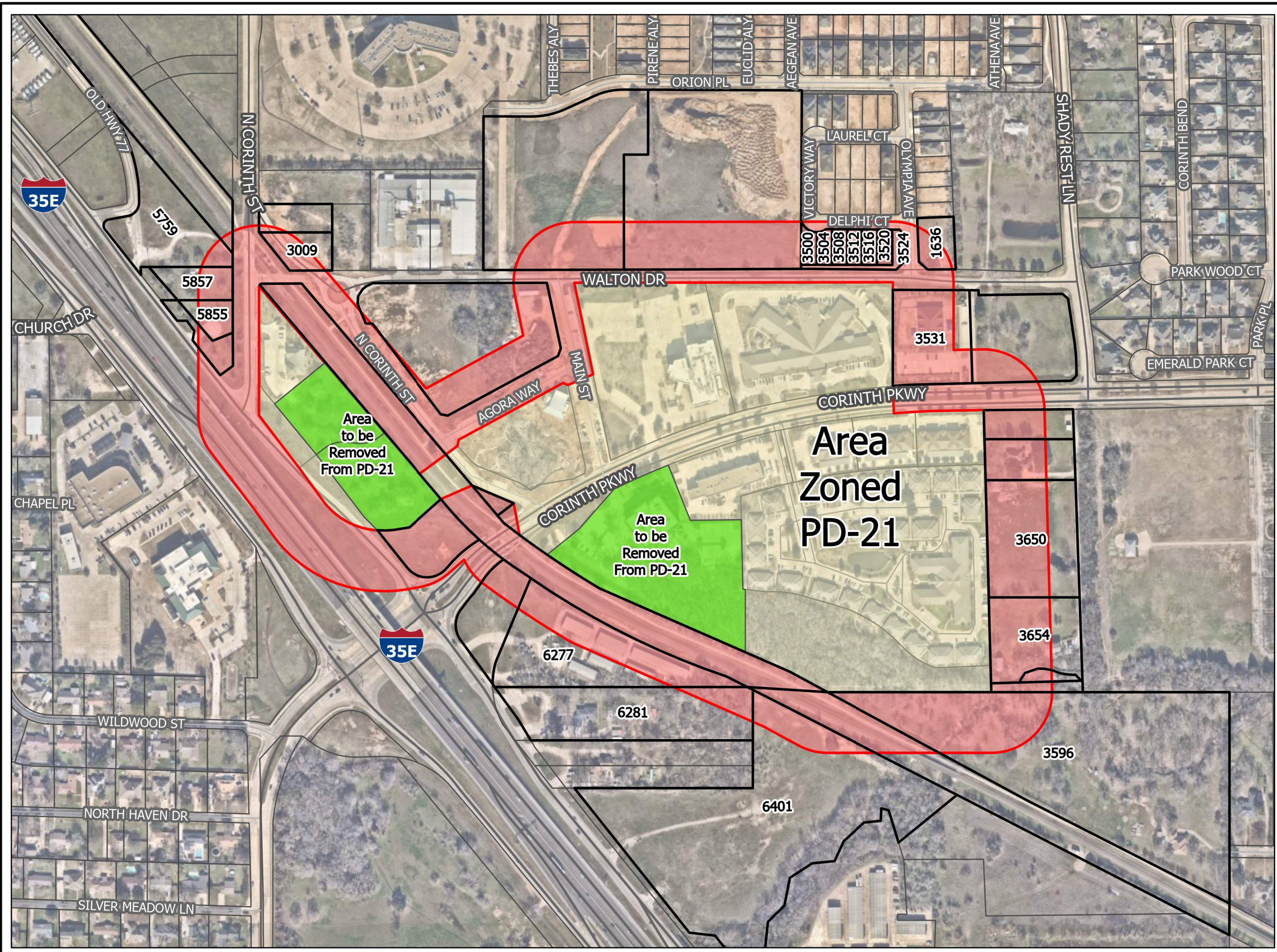
PD-21 Boundary Amendment
 (ZAPD24-0004)

- Area to be removed from PD-21
- Properties within PD-21
- Properties within 200 ft of PD-21

5/13/2024



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 p boundaries.





**ATTACHMENT 3:
DRAFT 6-3-24 PLANNING & ZONING
COMMISSION MINUTES**



**MINUTES
PLANNING & ZONING COMMISSION
SPECIAL SESSION**

Monday, June 3, 2024, at 6:30 PM

City Hall | 3300 Corinth Parkway

On the 3rd day of June 2024, the Planning & Zoning Commission of the City of Corinth, Texas, met in Special Session at the Corinth City Hall at 6:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas.

Commissioners Present:
Vice-Chair Mark Klingele
Adam Guck
Crystin Jones

Commissioners Absent:
Chair Alan Nelson
KatieBeth Bruxvoort
Rebecca Rhule
Chris Smith

Staff Members Present:
Melissa Dailey, Director of Planning and Development
Michelle Mixell, Planning Manager
Matthew Lilly, Planner

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Vice-Chair Mark Klingele called the meeting to order at 6:31 PM.

B. ESTABLISH VOTING MEMBERS AND DESIGNATE ALTERNATES

C. PLEDGE OF ALLEGIANCE

D. CONSENT AGENDA

- 1. Consider the approval of minutes for the Planning & Zoning Commission Workshop and Regular Session held on March 25, 2024.

Commissioner Guck made a motion to adopt the consent agenda, seconded by Commissioner Jones.

Motion passed unanimously: 3-for, 0-against.

E. BUSINESS AGENDA

- 2. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of Planned Development No. 21 (PD-21), as adopted by Ordinance No. 99-03-18-05 and amended by Ordinance No. 24-03-21-14, to remove 3 properties totaling

approximately ±7.8 acres generally located at 3300 Corinth Pkwy and the northeast corner of I-35E and Corinth Pkwy. Case No. ZAPD24-0004 PD-21 Boundary Amendment

Michelle Mixell, Planning Manager, provided a presentation on behalf of Staff and recommended approval as presented.

Vice-Chair Klingele opened the public hearing at 6:51.

Vice-Chair Klingele closed the public hearing at 6:51.

Commissioner Guck made a motion to recommend approval of Case No. ZAPD24-0004 – 2600 Lake Sharon Drive as presented, seconded by Commissioner Jones.

Motion passed unanimously: 3-for, 0-against.

3. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on City initiated request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone 15 properties totaling approximately ±36.1 acres from I Industrial, C-2 Commercial, and Planned Development No. 21 (PD-21) to MX-C Mixed Use Commercial, with the subject properties being generally located at 3300 Corinth Pkwy, 2700 W Shady Shores Rd, 1200 N. Corinth St, 1206 N. Corinth St, 1212 N. Corinth St, 3009 Walton Dr, 1501 N. Corinth St, west of N. Corinth St and south 1400 N. Corinth St, the northeast corner of N. Corinth St and Walton Dr, the northeast corner of I-35E and Corinth Pkwy, and the southeast corner of I-35E and Corinth Pkwy. Case No. ZMA24-0001 MX-C Rezoning

Michelle Mixell, Planning Manager, provided a presentation on behalf of Staff and recommended approval as presented.

Commissioner Guck asked if there were any plans around how pedestrian traffic to and from the downtown district would be handled.

Mixell explained that pedestrian connectivity has been encouraged and is beginning to be implemented with new developments and the goal is for pedestrian improvements to be made incrementally as new development and redevelopment occurs. She stated that public improvements may also be possible in the future as additional funds become available.

Commissioner Guck stated that it was currently challenging to envision this connectivity given the proximity of many of these properties to the interstate and busy streets.

Mixell stated that with in an upcoming presentation of the downtown plan, Staff would highlight possible plans for pedestrian connections under the I-35E over pass.

Commissioner Jones asked how parking would be addressed in the downtown district.

Mixell explained that on-street parking and structured parking would be integrated into new developments and future public improvements.

Vice-Chair Klingele opened the public hearing at 6:51.

Vice-Chair Klingele closed the public hearing at 6:51.

Commissioner Guck made a motion to recommend approval of Case No. ZMA24-0001 – MX-C Rezoning as presented, seconded by Commissioner Jones.

Motion passed unanimously: 3-for, 0-against.

E. DIRECTORS REPORT

Melissa Dailey, Director of Planning and Development, informed the Commission that a joint meeting was being planned for next month to discuss the downtown plan.

F. ADJOURNMENT

There being no further business before the Commission, the Special Session was adjourned at 6:54 PM.

MINUTES APPROVED THIS _____ DAY OF _____, 2024.

Alan Nelson, Planning and Zoning Commission Chairman



CITY OF CORINTH
Staff Report

Meeting Date:	6/21/2024	Title:	Contract/Engineering Services with Shield Engineering PLLC
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on a contract for engineering plan review services with Shield Engineering, PLLC, in the amount of \$60,000 and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

This contract is for third party engineering services for the City of Corinth Planning and Development division. The services are utilized for plan review for private developments, pre-development meetings, Development Review Committee meetings, and for other planning projects as needed. Engineering services provided by this contract are passed through to applicants as services are provided. Approximately 80% of the engineering services invoices are reimbursed by the applicants. The other 20% consists of engineering services provided for the City itself such as zoning changes to existing City property.

The City of Corinth currently has a contract for third party engineering services with Shield Engineering PLLC in the amount of \$56,250. Due to the high volume of development review requests, an additional contract amount is needed. The approval of this new contract will bring the total funding amount for these services to \$112,500. Council approval is required for payments or contracts to one vendor which exceed \$100,000.

Financial Impact

A budget amendment to fund the additional services was approved by Council during their meeting held on May 16, 2024, in the amount of \$60,000.

Applicable Policy/Ordinance

City of Corinth Purchasing Policy

Staff Recommendation/Motion

Staff recommends approval as presented.

Attachments

1. Contract
2. Original Contract with Change Order One

In the event of a conflict between one or more of the terms and provisions contained within the foregoing documents, in order to resolve any such conflict, priority of interpretation shall be given in the order that those documents are listed in this section.

1.3 Term. This Agreement shall commence on May 1, 2024. hereof (“Effective Date”) and shall expire on September 30, 2024, unless sooner terminated as provided herein. This contract may be renewed for one (1) one additional one-year period if agreed upon in writing by both parties, and subject to appropriations and the same terms and conditions.

Article II Scope of Service

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

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

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

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

Article III Schedule of Work – Project Completion

The Consultant agrees to complete the required Services and submit all work required by the City in accordance with the Notice to Proceed from City to Consultant. The turnaround time for items to be reviewed will vary depending on the complexity of the request and the timeframe required by staff to meet their deadlines for applicant submittals, Planning and Zoning Commission meetings, City Council meetings and any other Planning and Development processes. The Parties hereto agree and understand that failure to timely perform obligations as required under this Agreement will result in damages to the other Party.

Article IV Compensation and Method of Payment

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

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

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

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

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

4.5 Except in the event of a duly authorized amendment to this Agreement or a Task Order (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement shall not exceed **Sixty Thousand and No/100 Dollars (\$60,000.00).**

4.6 In addition to the Scope of Services or as a component of the Scope of Services, City may issue specific work assignments by Task Orders describing the work to be done (hereinafter "Task Order(s)"). Consultant will provide a proposed budget for each Task Order and a related schedule for completion of the Task Order (the "**Work Schedule**"). Each such Work Schedule shall be incorporated into the Task Order and incorporated into this Agreement by reference and subject to the terms of this Agreement. In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, a Task Order and/or a Work Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.

Article V Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI Miscellaneous

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

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

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

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

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

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

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

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

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

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

If intended for City:

Attn: Scott Campbell, City Manager
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: 940-498-3200
Email: Scott.Campbell@cityofcorinth.com
AccountsPayable@cityofcorinth.com

If intended for Consultant:

Attn: Jean-Marie Alexander, P.E.
Address: 1600 W. 7th Street Suite 400
Fort Worth, TX 76102
Telephone: (817) 810-0696
Email: jeanmarie.alexander@shield-engineering.com

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

Certificates and notices should be emailed to the Purchasing Division at Purchasing@cityofcorinth.com or mailed to the following address:

City of Corinth, Texas
Attn: Purchasing
3300 Corinth Parkway
Corinth TX 76208

6.11 Debarment and Suspension.

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

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

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

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

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

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

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

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

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

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

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

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

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. , Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "C", "Fee Schedule"**.

Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

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

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

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

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

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

6.24 Prohibition regarding Energy Companies. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

6.25 Prohibition regarding Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to the requirements of Texas Government Code Chapter 2252, Consultant verifies that is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to foreign terrorist organization, and it will not engage in business, have contracts or provide supplies or services to foreign terrorist organizations during the term of this Agreement.

6.26 Prohibition regarding Discrimination Against Firearm and Ammunition Industries. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

(Signature Page to Follow)

EXECUTED on _____.

CITY OF CORINTH, TEXAS

By: _____
Scott Campbell, City Manager

Attest:

By: _____
Lana Wylie, City Secretary

Approved As To Form:

By: _____
Patricia A. Adams, City Attorney

EXECUTED this 3rd day of June, 2024.

CONSULTANT

SHIELD ENGINEERING GROUP PLLC

By: Jean-Marie Alexander

Name: Jean-Marie Alexander, P.E.

Title: COO

**ACKNOWLEDGMENTS
CONSULTANT**

STATE OF TEXAS)

COUNTY OF Tarrant)

This instrument was acknowledged before me on the 3rd day of June, 2024, by Jean Marie Alexander, COO of Shield Engineering Group, a PLLC, on behalf of such entity.



[Signature]
Notary Public, State of Texas

CITY

STATE OF TEXAS)

COUNTY OF DENTON)

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

Notary Public, State of Texas

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE: The City of Corinth ("City" or "Client") has identified the need for professional engineering services required for plan review of projects and documents submitted to the City and other services as requested. The documents may involve the review of engineering plans, traffic impact studies, drainage studies, etc. Other services may involve consulting or design services as requested and within the capabilities of the Firm.

Basic Services: Hourly

1. Development Review Services:

The Firm understands that the City requests professional engineering services on an as-needed basis as follows:

- a. Preliminary Engineering Plan review
- b. Preliminary Drainage Studies review
- c. Flood study review
- d. Civil Plan review (Engineering plans)
- e. Traffic Impact Study review

The Firm shall assist the City in reviewing construction plan and specification submittals relative to the rules, regulations, standards, or specifications for the construction, installation, and engineering design of streets, traffic, water, sanitary sewer, curbs, gutters, watercourses, sidewalks, bicycle/pedestrian ways, culverts, bridges, criteria for drainage easement requirements, drainage facilities and crosswalk ways. Services do not include construction inspection, structural design review, irrigation, or landscape plan review. However, such services can be provided by a sub-consultant upon authorization from the City. This proposal includes plan review meetings with city staff whether in-person or virtual.

2. Other Services as Requested:

The Firm understands that the City may require professional services on an as-needed basis and as requested. Services may be broadly defined and may include, but not be limited to, preparing or reviewing studies, consulting the City on various topics related to planning, growth, development, or other topics. Services requested may involve the services of a sub-consultant, supplier, or other vendors. Any services provided under this section shall be requested and approved by the City.

EXHIBIT "B"
PROJECT SCHEDULE
(NOT APPLICABLE FOR THIS PROJECT)

EXHIBIT "C"
FEE SCHEDULE

2024 HOURLY RATE SCHEDULE

Principal / Director	\$300
Program Manager	\$280
Project Manager	\$255
Senior Professional Engineer	\$230
Professional Engineer	\$210
EIT II	\$160
EIT I	\$145
Designer	\$150
CAD Drafter	\$135
Support / Admin	\$100
Senior RPLS	\$255
RPLS	\$200
GIS Analyst	\$155
SIT	\$150
Survey Technician	\$120
Party Chief	\$120
Survey Crew Member	\$ 75

Hourly Rate Schedule as of the date of this contract is subject to change without notice.

1. Reimbursable expenses include general office-related expenses performed in-house such as printing, plotting, PDF files, scanning, photocopies, certain clerical expenses, supplies, postage, etc. are included in the standard rates for personnel and will not be billed separately.
2. Subcontracted expenses and outsourced expenses such as permits/fees, express mail/shipping, printing/reprographics, or rental of specialized equipment will be billed at the actual rate plus 10%.



AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: Corinth General Engineering Services

PROJECT NO: 2023176.01

CLIENT: City of Corinth

ADDRESS: 3300 Corinth Parkway, Corinth, TX 76208

hereby requests and authorizes **Shield Engineering Group, PLLC (the Firm)** to perform the following Services:

SCOPE: The City of Corinth ("City" or "Client") has identified the need for professional engineering services required for plan review of projects and documents submitted to the City and other services as requested. The documents may involve the review of engineering plans, traffic impact studies, drainage studies, etc. Other services may involve consulting or design services as requested and within the capabilities of the Firm.

Basic Services: Hourly

1. Development Review Services:

The Firm understands that the City requests professional engineering services on an as-needed basis as follows:

- a. Preliminary Engineering Plan review
- b. Preliminary Drainage Studies review
- c. Flood study review
- d. Civil Plan review (Engineering plans)
- e. Traffic Impact Study review

The Firm shall assist the City in reviewing construction plan and specification submittals relative to the rules, regulations, standards, or specifications for the construction, installation, and engineering design of streets, traffic, water, sanitary sewer, curbs, gutters, watercourses, sidewalks, bicycle/pedestrian ways, culverts, bridges, criteria for drainage easement requirements, drainage facilities and crosswalk ways. Services do not include construction inspection, structural design review, irrigation, or landscape plan review. However, such services can be provided by a sub-consultant upon authorization from the City. This proposal includes plan review meetings with city staff whether in-person or virtual.

2. Other Services as Requested:

The Firm understands that the City may require professional services on an as-needed basis and as requested. Services may be broadly defined and may include, but not be limited to, preparing or reviewing studies, consulting the City on various topics related to planning, growth, development, or other topics. Services requested may involve the services of a sub-consultant, supplier, or other vendors. Any services provided under this section shall be requested and approved by the City.

Initials _____ Page 1 of 3

(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



Fee and Billing:

The Firm will perform the work described in the Scope of Services on a reimbursable basis in accordance with the Hourly Rate Schedule in effect at the time services are performed. The total recommended budget for services and expenses is estimated to be \$45,000.00. Firm shall notify the Client for authorization prior to exceeding the budgeted amount. Fees will be invoiced monthly based upon the services provided and payment is due within 30 days of the receipt of the invoice.

The Firm will provide the professional services listed above per local requirements and per the Client's instructions within the legal and ethical obligations as described in *The State of Texas, Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure* (latest edition). This scope of services contract does not imply or guarantee acceptance by governing agencies or municipalities.

Accepted for **CLIENT**

Accepted for **SHIELD ENGINEERING GROUP, PLLC**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Initials _____ Page 2 of 3
(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890

Exhibit D Place Holder

EXHIBIT "E"
Insurance Requirements

PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS EFFECTIVE MARCH 5, 2021

1.0 DEFINITION

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

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

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

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

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

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers are

to be added as “Additional Insured’s” relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

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

1.2 PROFESSIONAL SERVICES REQUIREMENTS

- A. **Definition:** Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical

Doctors, and Materials Testing.

B. Minimum Limits of Insurance:

1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability: Also known as Errors and Omissions: \$1,000,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City, or within 30 days prior to cancelation or non-renewal of the policy. The Consultant is solely responsible for any additional premium for the supplemental extended reporting period.

CERTIFICATE OF INTERESTED PARTIES

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1170672

Date Filed:
 06/04/2024

Date Acknowledged:
 06/05/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Shield Engineering Group, PLLC
 Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Corinth

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Corinth General Engineering
 Professional engineering services required for plan review of projects and documents submitted to the City and other services as requested.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barnes, Craig H.	Fort Worth, TX United States	X	
	Alexander, Jean-Marie	Fort Worth, TX United States	X	
	Hill, Ryan	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

Section E, Item 3.

FO

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1170672

Date Filed:
 06/04/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Shield Engineering Group, PLLC
 Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Corinth

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Corinth General Engineering
 Professional engineering services required for plan review of projects and documents submitted to the City and other services as requested.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barnes, Craig H.	Fort Worth, TX United States	X	
	Alexander, Jean-Marie	Fort Worth, TX United States	X	
	Hill, Ryan	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jean-Marie Alexander, and my date of birth is 2/16/1974.

My address is 8103 Shelton Drive, Fort Worth, TX, 76120, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 4th day of June, 20 24.
(month) (year)

DocuSigned by:


Signature of authorized agent of contracting business entity
 (Declarant)



940-498-3200
www.cityofcorinth.com

City of Corinth
3300 Corinth Parkway

Fax: 940-498-7578
Corinth, TX 76208

CHANGE ORDER #1

Date: April 16, 2024

Bid # N/A Contractor: Shield Engineering PLLC

PO # 61610 Project Name: Development Review Services

Project Address: Work performed for Planning and Development 3300 Corinth Pkwy, Corinth TX 76208

Item	Description	Annual Qty.	UOM	Unit Price	Annual Extended Total
1.	Professional engineering services for plan review of projects and documents submitted to the City of Corinth and other services as requested				\$11,250
	TOTAL				\$11,250

Original Contract Amount: \$ 45,000

Previous Change Orders, if applicable:

C/O #1 Approved MM/DD/YY \$ N/A

This Change Order Amount: \$ 11,250

Revised Contract Amount: \$ 56,250

Not to Exceed Amount
(25% of original contract award) \$ 11,250

We hereby agree to the above as an additional project cost(s) to be added to the original scope of work:

Jean-Marie Alexander
Jean-Marie Alexander,
COO

4/16/24
Date

Scott Campbell
Scott Campbell
City Manager

4/17/24
Date

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

This agreement ("Agreement") is made by and between the City of Corinth, Texas, a home-rule municipal corporation ("City") and Shield Engineering PLLC, a corporation, ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

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

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

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

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

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

Article I
Incorporation of Recitals/Agreement Documents/Term

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

- 1.2 Agreement. This Agreement shall be comprised of the following documents:
- (1) this Agreement;
 - (2) **Exhibit "A"**, "Scope of Services";
 - (3) **Exhibit "B"**, "Project Schedule"; (Not Applicable for this Agreement)
 - (4) **Exhibit "C"**, "Fee Schedule";
 - (5) **Exhibit "D"**, "Consultant's Proposal", a copy of which is attached hereto and incorporated herein;
 - (6) **Exhibit "E"**, "Insurance Requirements",

In the event of a conflict between one or more of the terms and provisions contained within the foregoing documents, in order to resolve any such conflict, priority of interpretation shall be given in the order that those documents are listed in this section.

1.3 Term. This Agreement shall commence on January 4, 2024, hereof ("Effective Date") and shall expire on September 30, 2024, unless sooner terminated as provided herein. This contract may be renewed for one (1) one additional one-year period if agreed upon in writing by both parties, and subject to appropriations and the same terms and conditions.

Article II Scope of Service

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

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

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

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

Article III

Schedule of Work – Project Completion

The Consultant agrees to complete the required Services and submit all work required by the City in accordance with the Notice to Proceed from City to Consultant. The turnaround time for items to be reviewed will vary depending on the complexity of the request and the timeframe required by staff to meet their deadlines for applicant submittals, Planning and Zoning Commission meetings, City Council meetings and any other Planning and Development processes. The Parties hereto agree and understand that failure to timely perform obligations as required under this Agreement will result in damages to the other Party.

Article IV

Compensation and Method of Payment

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

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

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

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

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

4.5 Except in the event of a duly authorized amendment to this Agreement or a Task Order (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement shall not exceed **Forty Five Thousand and No/100 Dollars (\$45,000.00)**.

4.6 In addition to the Scope of Services or as a component of the Scope of Services, City may issue specific work assignments by Task Orders describing the work to be done (hereinafter "Task Order(s)"). Consultant will provide a proposed budget for each Task Order and a related schedule for completion of the Task Order (the "**Work Schedule**"). Each such Work Schedule shall be incorporated into the Task Order and incorporated into this Agreement by reference and subject to the terms of this Agreement. In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, a Task Order and/or a Work Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.

Article V Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI Miscellaneous

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

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

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

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

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

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

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

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

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

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

If intended for City:

Attn: Scott Campbell, City Manager
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: 940-498-3200
Email: Scott.Campbell@cityofcorinth.com
AccountsPayable@cityofcorinth.com

If intended for Consultant:

Attn: Jean-Marie Alexander, P.E.
Address: 1600 W. 7th Street Suite 400
Fort Worth, TX 76102
Telephone: (817) 810-0696
Email: jeanmarie.alexander@shield-engineering.com

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

Professional liability Insurance. For policies written on a "claims-made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this Agreement, or within 30 days prior to cancellation or non-renewal of the policy. The Consultant is solely responsible for any additional premium for the supplemental extended reporting period.

Certificates and notices should be emailed to the Purchasing Division at Purchasing@cityofcorinth.com or mailed to the following address:

City of Corinth, Texas
Attn: Purchasing
3300 Corinth Parkway
Corinth TX 76208

6.11 Debarment and Suspension.

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

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

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

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

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

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

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

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

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

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

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

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

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. , Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "C", "Fee Schedule"**.

Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

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

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

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

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

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

6.24 Prohibition regarding Energy Companies. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

6.25 Prohibition regarding Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to the requirements of Texas Government Code Chapter 2252, Consultant verifies that is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to foreign terrorist organization, and it will not engage in business, have contracts or provide supplies or services to foreign terrorist organizations during the term of this Agreement.

6.26 Prohibition regarding Discrimination Against Firearm and Ammunition Industries. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2024.

CITY OF CORINTH, TEXAS

DocuSigned by:
Scott Campbell
By: _____
BF5087789519492
Scott Campbell, City Manager

Attest:

By: _____
Lana Wylie, City Secretary

Approved As To Form:

DocuSigned by:
Patricia Adams
By: _____
B5BAF56D871D428...
Patricia A. Adams, City Attorney

EXECUTED this 25th day of March, 2024.

CONSULTANT

SHIELD ENGINEERING GROUP PLLC

By: *Jean-Marie Alexander*
Name: Jean-Marie Alexander
Title: COO

**ACKNOWLEDGMENTS
CONSULTANT**

STATE OF TEXAS)
)
COUNTY OF Tarrant)

This instrument was acknowledged before me on the 25th day of March, 2024, by Jean Marie Alexander, COO of _____, a PLLC, on behalf of such entity.
Shield Engineering Group

[Signature]
Notary Public, State of Texas



CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

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

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE: The City of Corinth ("City" or "Client") has identified the need for professional engineering services required for plan review of projects and documents submitted to the City and other services as requested. The documents may involve the review of engineering plans, traffic impact studies, drainage studies, etc. Other services may involve consulting or design services as requested and within the capabilities of the Firm.

Basic Services: Hourly

1. Development Review Services:

The Firm understands that the City requests professional engineering services on an as-needed basis as follows:

- a. Preliminary Engineering Plan review
- b. Preliminary Drainage Studies review
- c. Flood study review
- d. Civil Plan review (Engineering plans)
- e. Traffic Impact Study review

The Firm shall assist the City in reviewing construction plan and specification submittals relative to the rules, regulations, standards, or specifications for the construction, installation, and engineering design of streets, traffic, water, sanitary sewer, curbs, gutters, watercourses, sidewalks, bicycle/pedestrian ways, culverts, bridges, criteria for drainage easement requirements, drainage facilities and crosswalk ways. Services do not include construction inspection, structural design review, irrigation, or landscape plan review. However, such services can be provided by a sub-consultant upon authorization from the City. This proposal includes plan review meetings with city staff whether in-person or virtual.

2. Other Services as Requested:

The Firm understands that the City may require professional services on an as-needed basis and as requested. Services may be broadly defined and may include, but not be limited to, preparing or reviewing studies, consulting the City on various topics related to planning, growth, development, or other topics. Services requested may involve the services of a sub-consultant, supplier, or other vendors. Any services provided under this section shall be requested and approved by the City.

EXHIBIT "B"
PROJECT SCHEDULE
(NOT APPLICABLE FOR THIS PROJECT)

EXHIBIT "C"
FEE SCHEDULE

2024 HOURLY RATE SCHEDULE

Principal / Director	\$300
Program Manager	\$280
Project Manager	\$255
Senior Professional Engineer	\$230
Professional Engineer	\$210
EIT II	\$160
EIT I	\$145
Designer	\$150
CAD Drafter	\$135
Support / Admin	\$100
Senior RPLS	\$255
RPLS	\$200
GIS Analyst	\$155
SIT	\$150
Survey Technician	\$120
Party Chief	\$120
Survey Crew Member	\$ 75

Hourly Rate Schedule as of the date of this contract is subject to change without notice.

1. Reimbursable expenses include general office-related expenses performed in-house such as printing, plotting, PDF files, scanning, photocopies, certain clerical expenses, supplies, postage, etc. are included in the standard rates for personnel and will not be billed separately.
2. Subcontracted expenses and outsourced expenses such as permits/fees, express mail/shipping, printing/reprographics, or rental of specialized equipment will be billed at the actual rate plus 10%.



AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: Corinth General Engineering Services

PROJECT NO: 2023176.01

CLIENT: City of Corinth

ADDRESS: 3300 Corinth Parkway, Corinth, TX 76208

hereby requests and authorizes Shield Engineering Group, PLLC (the Firm) to perform the following Services:

SCOPE: The City of Corinth ("City" or "Client") has identified the need for professional engineering services required for plan review of projects and documents submitted to the City and other services as requested. The documents may involve the review of engineering plans, traffic impact studies, drainage studies, etc. Other services may involve consulting or design services as requested and within the capabilities of the Firm.

Basic Services: Hourly

1. Development Review Services:

The Firm understands that the City requests professional engineering services on an as-needed basis as follows:

- a. Preliminary Engineering Plan review
- b. Preliminary Drainage Studies review
- c. Flood study review
- d. Civil Plan review (Engineering plans)
- e. Traffic Impact Study review

The Firm shall assist the City in reviewing construction plan and specification submittals relative to the rules, regulations, standards, or specifications for the construction, installation, and engineering design of streets, traffic, water, sanitary sewer, curbs, gutters, watercourses, sidewalks, bicycle/pedestrian ways, culverts, bridges, criteria for drainage easement requirements, drainage facilities and crosswalk ways. Services do not include construction inspection, structural design review, irrigation, or landscape plan review. However, such services can be provided by a sub-consultant upon authorization from the City. This proposal includes plan review meetings with city staff whether in-person or virtual.

2. Other Services as Requested:

The Firm understands that the City may require professional services on an as-needed basis and as requested. Services may be broadly defined and may include, but not be limited to, preparing or reviewing studies, consulting the City on various topics related to planning, growth, development, or other topics. Services requested may involve the services of a sub-consultant, supplier, or other vendors. Any services provided under this section shall be requested and approved by the City.

Initials _____ Page 1 of 3

(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890



Fee and Billing:

The Firm will perform the work described in the Scope of Services on a reimbursable basis in accordance with the Hourly Rate Schedule in effect at the time services are performed. The total recommended budget for services and expenses is estimated to be \$45,000.00. Firm shall notify the Client for authorization prior to exceeding the budgeted amount. Fees will be invoiced monthly based upon the services provided and payment is due within 30 days of the receipt of the invoice.

The Firm will provide the professional services listed above per local requirements and per the Client's instructions within the legal and ethical obligations as described in *The State of Texas, Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure* (latest edition). This scope of services contract does not imply or guarantee acceptance by governing agencies or municipalities.

Accepted for **CLIENT**

Accepted for **SHIELD ENGINEERING GROUP, PLLC**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Initials _____ Page 2 of 3
(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890

EXHIBIT "E"
Insurance Requirements

CITY OF CORINTH

PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS EFFECTIVE MARCH 5, 2021

1.0 DEFINITION

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

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

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

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

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

1. General Liability and Automobile Liability Coverage:

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

1.2 PROFESSIONAL SERVICES REQUIREMENTS

- A. Definition:** Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.
- B. Minimum Limits of Insurance:**
1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
 2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
 3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
 4. Professional Liability: Also known as Errors and Omissions: \$1,000,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City, or within 30 days prior to cancelation or non-renewal of the policy. The Consultant is solely responsible for any additional premium for the supplemental extended reporting period.