



## CITY COUNCIL SPECIAL SESSION

Tuesday, May 11, 2021 at 5:30 PM

City Hall | 3300 Corinth Parkway

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

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**A. NOTICE IS HEREBY GIVEN** of a Special Session of the Corinth City Council.

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

**C. PROCLAMATION**

1. Proclamation Supporting Motorcycle Safety Awareness Month.

**D. 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.

**E. CONSENT AGENDA**

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

2. Consider and act on a contract with Mighty River for Phase Two of the broadband initiative.

3. Consider and act on an Interlocal Agreement (ILA) with Lake Dallas, Hickory Creek, and Shady Shores for Phase Two of the broadband initiative, with Corinth managing the contract terms.

4. Hold a discussion and consider ratification of a memorandum of understanding, and interlocal agreement with North Central Texas College (NCTC).

**F. BUSINESS AGENDA**

5. Consider and act on Resolution No. 21-05-11-15 of the City Council canvassing and declaring the results of the General Election held on May 1, 2021, for the purpose of electing persons to serve as Mayor, Councilmember for Place 2, and Councilmember for Place 5, each for a term of two (2) years, to the Corinth City Council; providing confirmation of voting tabulation; and providing an effective date.

6. Consider and act on Resolution No. 21-05-11-16 of the Corinth City Council canvassing and declaring the results of the May 1, 2021 Special Election held for the purpose of submitting to qualified voters of the City of Corinth a ballot proposition on the question of approving and implementing Resolution No. 21-02-04-10, providing for a sports and community venue project, ("Venue Project"), and adopting a new tax, a short term motor vehicle rental tax, at a rate of five percent (5%), to fund the Venue Project, pursuant to Chapter 334 of the Texas Local Government Code, as amended; and providing an effective date.

- 7. Formal swearing-in of Mayor, Council Member Places 2 and 5.
- 8. Discuss and consider approval of the Mayor's appointment of the Mayor Pro Tem.

**G. 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.

**H. CLOSED SESSION**

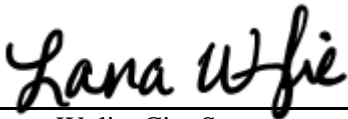
The City Council will convene in such executive or closed session to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code. After discussion of any matters in closed session, any final action or vote taken will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

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

- 9. a. .7 acres, more or less, of land located at 6801 S. I-35E, Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 8
- b. .787 acres, more or less, of land located at 3404 Dobbs Road, Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 7

**J. ADJOURN**

Posted on this 7th day of May 2021, at 11:30 AM, on the bulletin board at Corinth City Hall.



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Lana Wylie, City Secretary  
City of Corinth, Texas

**CITY OF CORINTH  
Staff Report**

<b>Meeting Date:</b>	5/11/2021	<b>Title:</b>	Proclamation   Motorcycle Safety Awareness Month
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
<b>Governance Focus:</b>	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>		

**Item/Caption**

Proclamation Supporting Motorcycle Safety Awareness Month.

**Item Summary/Background/Prior Action**

Today’s society is finding more citizens involved in motorcycling on the roads of our country. Campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle-related risks, injuries, and, most of all, fatalities through a comprehensive approach to motorcycle safety. We urge all citizens of our community to become aware of the inherent danger involved in operating a motorcycle and for riders and motorists alike to give each other the mutual respect they deserve.





**MAYOR’S PROCLAMATION**

*WHEREAS, today’s society is finding more citizens involved in motorcycling on the roads of our country; and*

*WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and*

*WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and*

*WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and*

*WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;*

*NOW, THEREFORE I, Bill Heidemann, Mayor of the City of Corinth do hereby proclaim the month of May, as Motorcycle Safety and Awareness Month in this city. Further, I urge all residents to do their part to increase safety and awareness in our community.*

*IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021.*

\_\_\_\_\_  
*Bill Heidemann, Mayor*



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	5/11/2021	<b>Title:</b> Contract   Broadband – Mighty River
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
<b>Governance Focus:</b>	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
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**Item/Caption**

Consider and act on a contract with Mighty River for Phase Two of the broadband initiative.

**Item Summary/Background/Prior Action**

Connected Nation conducted the broadband study of the Lake Cities residents and businesses. The City desires to engage the services of Mighty River to assist with the vetting and selection of a broadband service provider. Mighty River, who consults with the North Texas Council of Governments (NCTCOG), assists public and private entities to procure better broadband service.

**Financial Impact**

The cost for Phase two is \$7,600.00 and will be shared by all four Lake Cities.

**Staff Recommendation/Motion**

Staff recommends approval of the contract, authorizing the City Manager to execute the necessary documents.



**Confidential and Proprietary**

**Proposal for Lake Cities Broadband Initiative**

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

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

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

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

**Tasks undertaken by Mighty River**

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

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

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

### **Proposed Cost**

Mighty River proposes a 90 day window of work from May 15<sup>th</sup> to August 15<sup>th</sup>, 2021. Mighty River estimates 40 hours of work during this 4 month timeframe to complete the tasks. Mighty River will bill only for actual hours worked and will submit a timesheet at the end of each month, outlining the work completed that month.

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

### **Notes:**

- 1) For the existing scope of work, Mighty River assumes all risk for hours of work exceeding the planned hourly allotment. LCBC will not be billed for hours exceeding 40 if the scope of work remains the same.
- 2) Increases in scope of work beyond tasks are to be mutually negotiated. LCBC and Mighty River agree to discuss the impact of this on the hour estimates.
- 3) All cost of work, besides travel reimbursement, are included in the monthly fee.

- 4) Invoice terms will be net 30. Delays in payment beyond 30 days will include at 1.5% per month carrying charge.
- 5) Mighty River anticipates at least one trip to LCBC site for face to face meetings. Mighty River will receive reimbursement for travel costs as follows: Airfare-Lowest Refundable Airline ticket available; Lodging-Government Rate; Per Diem-Government rate; Ground Transportation and Parking.

### Sprocket Networks Questions:

Based on our initial review of the Sprocket Networks presentation for the LCBC, we have the following questions for Sprocket:

- 1) **Broadband Facility Ownership:** For your 75 miles of existing fiber, what is the mix between build and own and dark fiber leases?
  - a. Will any of this existing fiber be used in the upstream route to connect the Lake Cities last-mile broadband service to upstream Data Centers/PoPs?
  - b. How old is the equipment used to provision the fiber?
  - c. How many years are remaining on the term of the leased dark fiber?
- 2) **Current service to MDU's in Deep Ellum:** Is Sprocket the exclusive provider of service in these MDU's?
  - a. If so, is this a bulk deal?
  - b. If a bulk deal, how long is the exclusive term?
  - c. What metrics does the MDU owner use to evaluate Sprocket Networks Quality of Service?
  - d. Does Sprocket own the in-building infrastructure in the MDU or does the developer/owner?
- 3) **References** – Can we speak with a couple of MDU owners where Sprocket Networks service has been deployed? Is Cynt Marshall, President of the Mavericks a good customer reference for Sprocket Networks?
- 4) **Service in Lake Cities Region**-Several service deployment questions:
  - a. How will you determine initial deployment zones in the Lake Cities region?
  - b. Do you verify demand before deploying through “sign-up” tools?
  - c. How do you geographically divide the Lake Cities region?
  - d. What level of demand must you reach in a designated geographic area before deploying service?
- 5) **Existing Fiber for Lake Cities** – both Zayo and Unite Private Networks service education regional networks (Zayo) and school district networks (UPN) in the metroplex.
  - a. Does Sprocket have access to lease dark fiber on these networks that would serve Lake Cities?
  - b. Is this fiber on transport routes to PoPs or last mile fiber in Denton County/the LCBC service area or both?
- 6) **Upstream Route Diversity**-Explain how you would achieve upstream route diversity from the Lake Cities region in your service?



- 7) **Network Design**-Explain how you would minimize single points of physical layer failure in your last-mile network design to serve the Lake Cities region?
- 8) **Wireless network**-Would you decommission the fixed wireless service as you provision fiber in a deployment region or would the wireless network remain as a failover?
- 9) **Customer experience**-
  - a. Explain the process for on-boarding a new customer from taking an order to upturn of service.
  - b. Explain the queuing system for customer support calls including average expected wait times and time to resolution?
  - c. Have you experienced a fiber cut on the leased dark fiber and how was the fiber owner response?
  - d. Have you experienced a fiber cut or fiber impingement on the Sprocket Networks owned fiber? Do you have a third party maintenance contract? How did the vendor respond?
- 10) **On slide 13 of the presentation:**
  - a. **In Paragraph 1 of slide 13:** Do you view this list as beachhead customers for the service in the Lake Cities or do you want access to facilities controlled by these entities or both?
  - b. **In Paragraph 2 of slide 13:** Create an ideal support system/working relationship with the LCBC cities in terms of marketing support; engineering support; permitting; fee waivers; etc. What are the components of this ideal relationship?
  - c. **Paragraph 3 and 4 of slide 13 discuss exclusivity:** There are existing broadband service providers in the LCBC region. When you mention exclusivity, LCBC interprets that to mean exclusive access to LCBC owned facilities and other LCBC controlled considerations (Single point of contact; fee waivers; etc.). Please explain what you mean by exclusivity.
  - d. **Paragraph 5:** The presentation mentions equity investments. Is there a prospectus for potential investors?

**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	5/11/2021	<b>Title:</b> Contract   Broadband – ILA – Lake Cities
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**Item/Caption**

Consider and act on an Interlocal Agreement (ILA) with Lake Dallas, Hickory Creek, and Shady Shores for Phase Two of the broadband initiative, with Corinth managing the contract terms.

**Item Summary/Background/Prior Action**

Phase two of the broadband initiative includes contracting the services of Mighty River, a consulting firm who vets providers. The Lake Cities continue to work together to provide a more stable internet experience for its residents. They desire to participate with engaging the services of Mighty River with an amount not to exceed \$7,600. Corinth will manage the contract with Mighty River.

**Financial Impact**

The financial impact is based on each city’s population and land area.  
 Corinth - \$3,927  
 Lake Dallas - \$1,343  
 Hickory Creek - \$1,434  
 Shady Shores - \$896

**Staff Recommendation/Motion**

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

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

each LAKE CITIES MEMBER agrees to pay its share in accordance with **Section 3, “Consideration”** of this Agreement. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the Consultant Agreement.

3. **Consideration.** CORINTH, LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Consultant pursuant to the Consultant Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed **SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$7,600.00)**. CORINTH agrees to make payments to Consultant in accordance with the Consultant Agreement, and each LAKE CITIES MEMBER agrees to make payments to Corinth within thirty (30) days of receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the LAKE CITIES MEMBERS for the Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

	Land Area				Total Allocation	Total Cost
	Population		(miles)			
Corinth	21,260	59%	7.9	44%	51.7%	\$3,927
Lake Dallas	7,260	20%	2.7	15%	17.7%	\$1,343
Hickory Creek	4,560	13%	4.5	25%	18.9%	\$1,434
Shady Shores	2,670	7%	2.9	16%	11.8%	\$896
	35750	100%	18.00	100	100%	\$7,600

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

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

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

**CORINTH**  
Bob Hart, City Manager

**LAKE DALLAS**  
Mike Wilson, Interim City Manager



3300 Corinth Parkway  
Corinth, TX 76208  
Telephone: (940) 498-3243

212 Main Street  
Lake Dallas, TX 75065  
Telephone: (940) 497-2226

**HICKORY CREEK**

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

**SHADY SHORES**

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, this Agreement is executed this \_\_\_\_ day of \_\_\_\_\_ 2021, in duplicate originals.

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

**BY:**

\_\_\_\_\_  
Bob Hart, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Lana Wylie, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patricia Adams, City Attorney

\_\_\_\_\_  
Date

**CITY/GOVT ENTITY OF CORINTH, TEXAS**

\_\_\_\_\_  
Bill Heidemann, Corinth Mayor

\_\_\_\_\_  
Date

**CITY/GOVT ENTITY OF SHADY SHORES, TEXAS**

\_\_\_\_\_  
Cindy Aughinbaugh, Shady Shores Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Wendy Withers, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**CITY/GOVT ENTITY OF HICKORY CREEK, TEXAS**

\_\_\_\_\_  
Lynn Clark, Hickory Creek Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Kristi Rogers, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**CITY/GOVT ENTITY OF LAKE DALLAS, TEXAS**

\_\_\_\_\_  
Michael Barnhart, Lake Dallas Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Cody Delcambre, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**COPY OF MIGHTY RIVER AGREEMENT**



**Confidential and Proprietary**

**Proposal for Lake Cities Broadband Initiative**

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

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

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

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

**Tasks undertaken by Mighty River**

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

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



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

### **Proposed Cost**

Mighty River proposes a 90 day window of work from May 15<sup>th</sup> to August 15<sup>th</sup>, 2021. Mighty River estimates 40 hours of work during this 4 month timeframe to complete the tasks. Mighty River will bill only for actual hours worked and will submit a timesheet at the end of each month, outlining the work completed that month.

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

### **Notes:**

- 1) For the existing scope of work, Mighty River assumes all risk for hours of work exceeding the planned hourly allotment. LCBC will not be billed for hours exceeding 40 if the scope of work remains the same.
- 2) Increases in scope of work beyond tasks are to be mutually negotiated. LCBC and Mighty River agree to discuss the impact of this on the hour estimates.
- 3) All cost of work, besides travel reimbursement, are included in the monthly fee.

- 4) Invoice terms will be net 30. Delays in payment beyond 30 days will include at 1.5% per month carrying charge.
- 5) Mighty River anticipates at least one trip to LCBC site for face to face meetings. Mighty River will receive reimbursement for travel costs as follows: Airfare-Lowest Refundable Airline ticket available; Lodging-Government Rate; Per Diem-Government rate; Ground Transportation and Parking.

### Sprocket Networks Questions:

Based on our initial review of the Sprocket Networks presentation for the LCBC, we have the following questions for Sprocket:

- 1) **Broadband Facility Ownership:** For your 75 miles of existing fiber, what is the mix between build and own and dark fiber leases?
  - a. Will any of this existing fiber be used in the upstream route to connect the Lake Cities last-mile broadband service to upstream Data Centers/PoPs?
  - b. How old is the equipment used to provision the fiber?
  - c. How many years are remaining on the term of the leased dark fiber?
- 2) **Current service to MDU's in Deep Ellum:** Is Sprocket the exclusive provider of service in these MDU's?
  - a. If so, is this a bulk deal?
  - b. If a bulk deal, how long is the exclusive term?
  - c. What metrics does the MDU owner use to evaluate Sprocket Networks Quality of Service?
  - d. Does Sprocket own the in-building infrastructure in the MDU or does the developer/owner?
- 3) **References** – Can we speak with a couple of MDU owners where Sprocket Networks service has been deployed? Is Cynt Marshall, President of the Mavericks a good customer reference for Sprocket Networks?
- 4) **Service in Lake Cities Region**-Several service deployment questions:
  - a. How will you determine initial deployment zones in the Lake Cities region?
  - b. Do you verify demand before deploying through “sign-up” tools?
  - c. How do you geographically divide the Lake Cities region?
  - d. What level of demand must you reach in a designated geographic area before deploying service?
- 5) **Existing Fiber for Lake Cities** – both Zayo and Unite Private Networks service education regional networks (Zayo) and school district networks (UPN) in the metroplex.
  - a. Does Sprocket have access to lease dark fiber on these networks that would serve Lake Cities?
  - b. Is this fiber on transport routes to PoPs or last mile fiber in Denton County/the LCBC service area or both?
- 6) **Upstream Route Diversity**-Explain how you would achieve upstream route diversity from the Lake Cities region in your service?

- 7) **Network Design**-Explain how you would minimize single points of physical layer failure in your last-mile network design to serve the Lake Cities region?
- 8) **Wireless network**-Would you decommission the fixed wireless service as you provision fiber in a deployment region or would the wireless network remain as a failover?
- 9) **Customer experience**-
  - a. Explain the process for on-boarding a new customer from taking an order to upturn of service.
  - b. Explain the queuing system for customer support calls including average expected wait times and time to resolution?
  - c. Have you experienced a fiber cut on the leased dark fiber and how was the fiber owner response?
  - d. Have you experienced a fiber cut or fiber impingement on the Sprocket Networks owned fiber? Do you have a third party maintenance contract? How did the vendor respond?
- 10) **On slide 13 of the presentation:**
  - a. **In Paragraph 1 of slide 13:** Do you view this list as beachhead customers for the service in the Lake Cities or do you want access to facilities controlled by these entities or both?
  - b. **In Paragraph 2 of slide 13:** Create an ideal support system/working relationship with the LCBC cities in terms of marketing support; engineering support; permitting; fee waivers; etc. What are the components of this ideal relationship?
  - c. **Paragraph 3 and 4 of slide 13 discuss exclusivity:** There are existing broadband service providers in the LCBC region. When you mention exclusivity, LCBC interprets that to mean exclusive access to LCBC owned facilities and other LCBC controlled considerations (Single point of contact; fee waivers; etc.). Please explain what you mean by exclusivity.
  - d. **Paragraph 5:** The presentation mentions equity investments. Is there a prospectus for potential investors?

**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	5/11/2021	<b>Title:</b> Agreement   NCTC Interlocal Agreement - Ratification
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
<b>Governance Focus:</b>	<i>Sub-Ends:</i>	
	<input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>	

**Item/Caption**

Hold a discussion and consider ratification of a memorandum of understanding, and interlocal agreement with North Central Texas College (NCTC).

**Item Summary/Background/Prior Action**

The NCTC Board deferred the sale of the 13+ acre site adjacent to their property until the City could provide an assurance of the city’s commitment to assembling and selling to NCTC the property required for their expansion. The Interlocal agreement will provide an adequate assurance that will allow the city to proceed with the land acquisition. The NCTC Board approved the sale of the site based on the agreement. The Mayor signed the agreement on May 6<sup>th</sup> in advance of the Board meeting. This has been placed on the agenda for you to consider ratifying the Mayor’s action.

**Staff Recommendation/Motion**

Ratify the Mayor’s execution of the Interlocal Agreement with NCTC for the future sale of land.

**MEMORANDUM OF UNDERSTANDING, AND INTERLOCAL AGREEMENT**

THIS **MEMORANDUM OF UNDERSTANDING, AND INTERLOCAL AGREEMENT** in accordance with the **Interlocal Cooperation Act - Chapter 791 of the Texas Government Code** (this "**Memorandum**") is made and entered into effective as of \_\_\_\_\_, 2021 (the "**Effective Date**"), between NORTH CENTRAL TEXAS COLLEGE, a public junior college as certified by the Texas Commission of Higher Education ("**NCTC**") and THE CITY OF CORINTH, TEXAS (the "**City**").

**WITNESSETH:**

**WHEREAS**, NCTC currently owns all of Lot 1-R, Block A, North Central Texas College Addition No. 2, an addition to the City of Corinth, Denton County, Texas (the "**College Property**"); and

**WHEREAS**, NCTC and the Economic Development Foundation of the City of Corinth, Texas, a Texas nonprofit corporation (the "**Foundation**") have entered into that certain Real Estate Sales Contract whereby NCTC has agreed to sell to the Foundation a portion of the College Property being two (2) tracts of land within the eastern portion of the College Property collectively constituting 13.738 acres, more or less, as more particularly described and/or depicted on the attached **Exhibit A** (the "**Foundation Property**"); and

**WHEREAS**, City acknowledges that the Foundation is affiliated with the City and that the sale of the Foundation Property to the Foundation benefits the City; and

**WHEREAS**, NCTC desires to expand its campus located on the remainder of the College Property by acquiring certain tracts of property located immediately south of the remainder of the College Property as depicted on the attached **Exhibit B** (collectively, the "**ROFR Tracts**" and each individually a "**ROFR Tract**"); and

**WHEREAS**, the City intends to acquire various tracts of land surrounding the College Property, including the ROFR Tracts; and

**WHEREAS**, upon and after the City's acquisition of each ROFR Tract, the City will grant to NCTC a purchase option and a right of first refusal for such ROFR Tract (collectively, the "**Options and ROFRs**"); and

**WHEREAS**, the City and NCTC acknowledge that the City's willingness to grant the Options and ROFRs to is part of the consideration for NCTC's agreement to sell the Foundation Property to the Foundation.

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

1. **ROFR**. As to each ROFR Tract, in the event the City owns such ROFR Tract and intends to sell such ROFR Tract to a third party, City shall provide notice thereof to NCTC setting forth the terms of the purchase offer, including the name of the potential buyer, the proposed purchase price, and any other relevant terms (the "**Offer Notice**"). NCTC shall have thirty (30)



days after receipt of the Offer Notice to notify the City that NCTC has elected to purchase such ROFR Tract. If NCTC exercises its right to purchase the ROFR Tract pursuant to the right of first refusal set forth in this section, then the purchase price to be paid by NCTC to the City shall be an amount equal to the lesser of: (a) the purchase price set forth in the Offer Notice; or (b) the price paid by the City to acquire such ROFR Tract. NCTC and the City shall close on the purchase and sale of such ROFR Tract within sixty (60) days after the City receives notice from NCTC that it has elected to exercise its right of first refusal.

2. Option. As to each ROFR Tract, in the event the City owns such ROFR Tract, NCTC shall have the right, but not the obligation, in NCTC’s sole discretion, to purchase such ROFR Tract by delivering notice to the City that NCTC has elected to exercise its option to purchase such ROFR Tract from the City. If NCTC exercises its right to purchase the ROFR Tract pursuant to the purchase option set forth in this section, then the purchase price to be paid by NCTC to the City shall be an amount equal to the price paid by the City to acquire such ROFR Tract. NCTC and the City shall close on the purchase and sale of such ROFR Tract within sixty (60) days after the City receives notice from NCTC that it has elected to exercise its purchase option.

3. Memorandum of Option and ROFR. Within thirty (30) days after the City acquires a ROFR Tract, the City shall execute and record in the Denton County Deed Records a memorandum of option and right of first refusal for such ROFR Tract, in a form reasonably approved by NCTC, naming NCTC as the holder of the options and rights contained therein and setting forth the terms, rights, and obligations set forth in this Memorandum including the Options and ROFRs set forth above.

4. Condemnation Exception. Notwithstanding anything to the contrary contained in this Memorandum, in the event the City acquires any ROFR Tract via eminent domain, such ROFR Tract shall not be subject to this Memorandum or the Options and ROFRs described herein.

5. Non-Binding. NCTC and the City desire to enter into this Memorandum to set forth their mutual understanding of the general terms of the Options and ROFRs described herein. This Memorandum is not intended to be binding on or enforceable against either NCTC or the City; rather, it will serve to outline the basic terms and understandings to be embodied in more formal documentation which, when and if executed, will become binding on each of the parties.

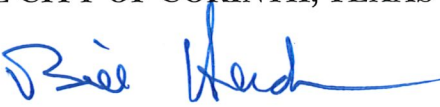
**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

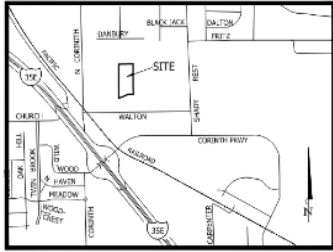
**NORTH CENTRAL TEXAS COLLEGE,  
a public junior college as certified by the  
Texas Commission of Higher Education**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

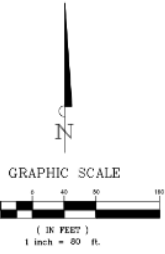
**THE CITY OF CORINTH, TEXAS**

By:  \_\_\_\_\_  
Name: Bill Heidemann  
Title: Mayor





VICINITY MAP  
NOT TO SCALE  
CORINTH, TEXAS



**LEGEND**

D.R.D.C.T.  
DEED RECORDS  
DENTON COUNTY, TEXAS

O.P.R.D.C.T.  
OFFICIAL PUBLIC RECORDS  
DENTON COUNTY, TEXAS

P.R.D.C.T.  
PLAT RECORDS  
DENTON COUNTY, TEXAS

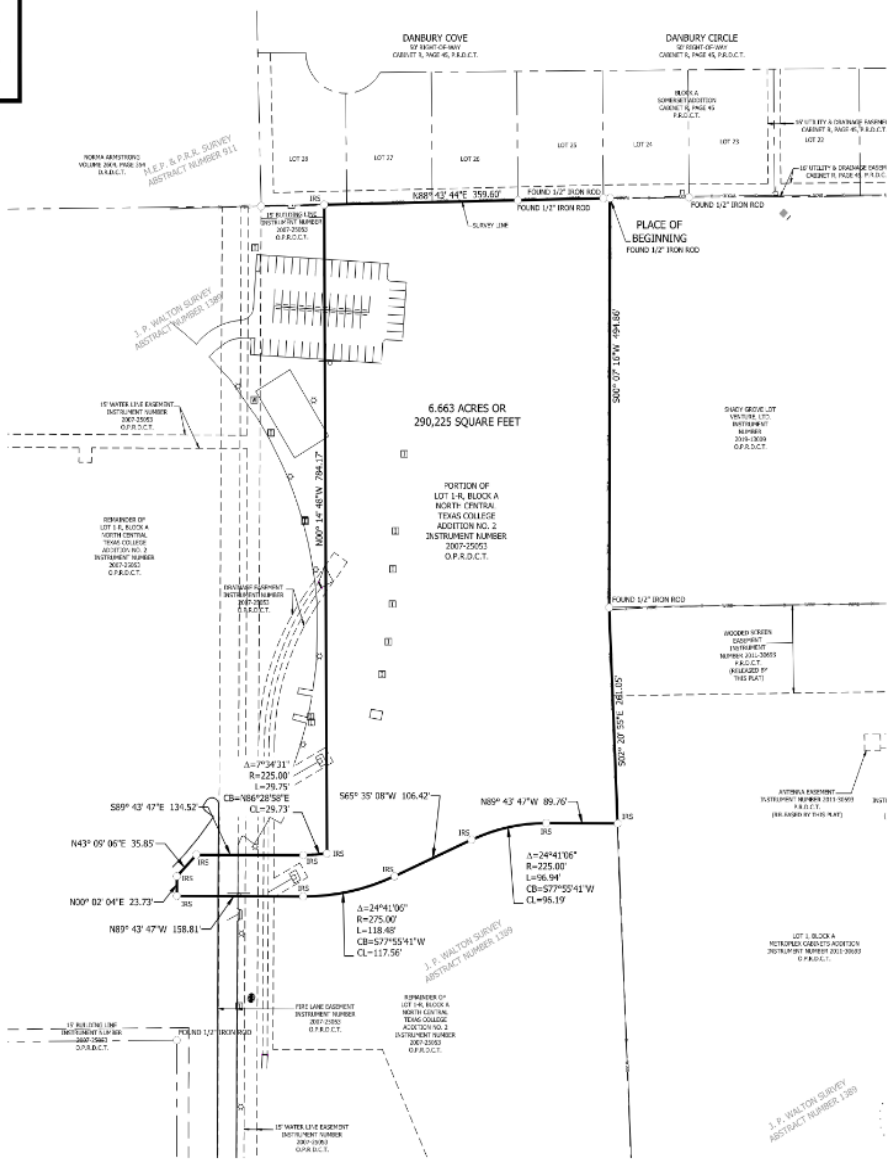
■ AIR CONDITIONER UNIT  
▲ UTILITY PIN FLAG  
● GAS MANHOLE  
▽ GAS MANHOLE  
□ GAS METER  
□ TRANSFORMER  
● ELECTRIC METER  
□ TELEPHONE RISER  
□ MAIL BOX  
— SON  
□ POWER POLE  
□ LIGHT  
□ SANITARY SEWER MANHOLE  
● CLEAN-OUT  
◆ FIRE HYDRANT  
● WATER VALVE  
● WATER METER  
● WATER MANHOLE  
× FIRE WATER CONNECTION  
□ IRRIGATION CONTROL VALVE  
○ TRAFFIC SIGNAL  
● BOLLARD  
■ GRATE INLET  
○ STORM MANHOLE  
N NORTH/NORTHING  
S SOUTH  
E EAST/EASTING  
W WEST  
° DEGREES  
' MINUTES/FEET  
" SECONDS/INCHES

FEMA ZONE  
~500~  
FEMA BASE FLOOD ELEVATION  
①  
FILE COMMITMENT ITEM  
-EX-GAS - GAS LINE  
-EX-W - WATER LINE  
-EX-S - SEWER LINE  
-EX-SD - STORM DRAIN LINE  
-EX-OHE - OVERHEAD UTILITY  
-EX-T - UNDERGROUND TELEPHONE  
-EX-LUG - BURIED ELECTRIC  
-EX-CB - BURIED CABLE LINE  
-EX-FOC - BURIED FIBER OPTIC  
-CDRL - CHAIN LINK FENCE  
-WIRE - WIRE FENCE  
-WOOD - WOOD FENCE  
-METAL - METAL FENCE  
-IRON - IRON FENCE  
-SILT - SILT FENCE  
- - GUY WIRE

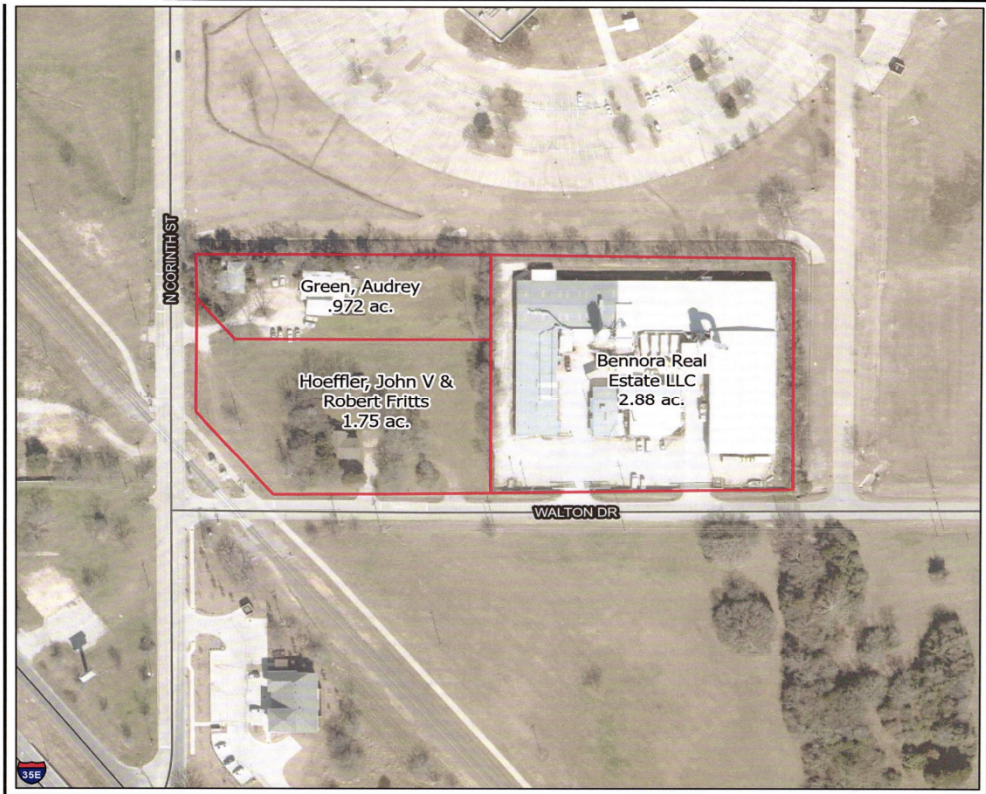


**Know what's below.  
Call before you dig.**

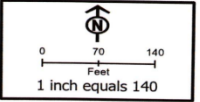
(@ least 48 hours prior to digging)



**EXHIBIT B**  
**The ROFR Tracts**



***Exhibit B***



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.

**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	5/11/2021	<b>Title:</b>	Election   Resolution to Canvass Results - General
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
<b>Governance Focus:</b>	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>		

**Item/Caption**

Consider and act on Resolution No. 21-05-11-15 of the City Council canvassing and declaring the results of the General Election held on May 1, 2021, for the purpose of electing persons to serve as Mayor, Councilmember for Place 2, and Councilmember for Place 5, each for a term of two (2) years, to the Corinth City Council; providing confirmation of voting tabulation; and providing an effective date.

**Item Summary/Background/Prior Action**

On May 1, 2021, the City’s general election was held under the provisions of the City Charter and the Election Code to elect Council Members to Mayor, Place 2, and Place 5, to the City Council of the City of Corinth, Texas. State law requires that the governing body of the City of Corinth canvass all elections. The return of the General Election, including the returns of the early voting ballots, duly and legally made.

City Council Place No.	Candidate	Absentee Votes	Early Voting	Election Day	Total Votes
Mayor	Bill Heidemann	63	363	306	732
Mayor	Lindsey Rayl	32	203	168	403
Place 2	Scott Garber	79	388	341	808
Place 2	Luis Baker-Bussan	13	148	114	275
Place 5	Kelly Pickens	71	431	355	857

The City Council, acting as the canvassing board of the general election, has verified that figures on the tally sheets correspond to the figures on the returns and at the General Election held on May 11, 2021, the following candidates were elected to office:

<b>City Council Place</b>	<b>Candidate</b>	<b>Total Votes</b>
Mayor	<b>Bill Heidemann</b>	<b>732</b>
Place 2	<b>Scott Garber</b>	<b>808</b>
Place 5	<b>Kelly Pickens</b>	<b>857</b>

**Staff Recommendation/Motion**

Staff recommends approval of Resolution No. 21-05-11-15 canvassing the General Election results.

**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 21-05-11-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE JOINT GENERAL ELECTION HELD ON MAY 1, 2021 FOR THE PURPOSE OF ELECTING A MAYOR, ONE (1) COUNCIL MEMBER FOR PLACE NO. 2, AND ONE (1) COUNCIL MEMBER FOR PLACE NO. 5, TO THE CORINTH CITY COUNCIL, EACH FOR A TERM OF TWO (2) YEARS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR CONFIRMATION OF VOTE TABULATION AND CANVASS; PROVIDING FOR THE ISSUANCE OF CERTIFICATES OF ELECTION; PROVIDING REPEALER AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on May 1, 2021, the City’s Joint General Election was held in accordance with the provisions of the City Charter and the Election Code for the purpose of electing a Mayor and Council members to Places 2 and 5 to the City Council of the City of Corinth, Texas; and

**WHEREAS**, state law requires that the governing body of the City of Corinth canvass all elections; and

**WHEREAS**, section 67.003 of the Texas Election Code provides that each local canvassing authority shall convene not earlier than the eighth (8<sup>th</sup>) day or later than the eleventh (11<sup>th</sup>) day after election day for the purpose of canvassing the election results; and

**WHEREAS**, section 67.004(a) of the Texas Election Code also provides that only two members of City Council are needed and constitute a quorum for the purpose of canvassing election results; and

**WHEREAS**, the official returns, including returns of early voting ballots cast, of the presiding judges of the Joint General Election have been presented and delivered; and the City Council acting in capacity as the Canvassing Board, met on May 11, 2021, and duly canvassed such returns in accordance with the law.

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

**SECTION 1.  
Incorporation of Premises**

The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2.  
Election Properly Ordered and Held**

The City Council officially finds and determines that an election was duly ordered to be held in the City of Corinth, Texas on the 1<sup>st</sup> day of May 2021 for the purpose of electing individuals to the offices of Mayor, Council Member Place 2, and Council Member to Place 5; that proper notice of said election was duly given; that proper election officers were duly



appointed prior to said election; that said election has been made and delivered; and that the City Council has duly canvassed said returns all in accordance with law.

**SECTION 3.  
Confirmation of Vote Tabulation**

The City Council officially finds and determines that only qualified resident voters of the City were allowed to vote at said Election, and that the following votes were cast at the Joint General Election, and that the canvass of the votes cast in said Election and returns thereof were made in accordance with the law. Further, the City Council officially finds that the returns of the Joint General Election, including the returns of the early voting ballots, duly and legally made, are as follows and has determined that each candidate for Mayor, Council Place 2, and Council Place 5, each seat having a (2) two-year term of office, have received the following votes:

Name of Candidate	Absentee Votes	Early Voting Votes	Election Day Votes	Total Votes Received
<b>Bill Heidemann, Mayor</b>	<b>63</b>	<b>363</b>	<b>306</b>	<b>732</b>
<b>Lindsey Rayl, Mayor</b>	<b>32</b>	<b>203</b>	<b>168</b>	<b>403</b>
<b>Scott Garber, Place 2</b>	<b>79</b>	<b>388</b>	<b>341</b>	<b>808</b>
<b>Luis Baker-Bussan, Place 2</b>	<b>13</b>	<b>148</b>	<b>114</b>	<b>275</b>
<b>Kelly Pickens, Place 5</b>	<b>71</b>	<b>431</b>	<b>355</b>	<b>857</b>

**SECTION 4.  
Canvass**

The City Council, acting as the canvassing board of the Joint General Election, has verified that figures on the tally sheets correspond to the figures on the returns and at the Joint General Election held on May 1, 2021, the following candidates were elected to office:

- Mayor Bill Heidemann - Two (2) Years
- Council Place 2 Scott Garber - Two (2) Years
- Council Place 5 Kelly Pickens - Two (2) Years

**SECTION 5.  
Certificates of Election**

That the Mayor is hereby authorized and directed to execute and deliver Certificates of Election to the successful candidates elected at the General Election.

**SECTION 6.  
Open Meeting**

It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

**SECTION 7.  
Severability**

Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. Corinth hereby declares that it would have passed this Resolution, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

**SECTION 8.**

This Resolution shall be in full force and effect from and after its passage and it is so resolved.

**PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF MAY, 2021.**

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia A. Adam, City Attorney

**CITY OF CORINTH  
Staff Report**

<b>Meeting Date:</b>	5/11/2021	<b>Title:</b>	Election   Resolution to Canvass Results – Special Election
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
<b>Governance Focus:</b>	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment <hr/> <i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <hr/> <i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>		

**Item/Caption**

Consider and act on Resolution No. 21-05-11-16 of the Corinth City Council canvassing and declaring the results of the May 1, 2021 Special Election held for the purpose of submitting to qualified voters of the City of Corinth a ballot proposition on the question of approving and implementing Resolution No. 21-02-04-10, providing for a sports and community venue project, (“Venue Project”), and adopting a new tax, a short term motor vehicle rental tax, at a rate of five percent (5%), to fund the Venue Project, pursuant to Chapter 334 of the Texas Local Government Code, as amended; and providing an effective date.

**Item Summary/Background/Prior Action**

On May 1, 2021, a special election was held in accordance with the provisions of the Texas Local Government Code and the Election Code for the purpose of determining whether to approve and implement Resolution No. 21-02-04-10 authorizing the City of Corinth, Texas, to provide for the planning, acquisition, establishment, development, construction, renovation and financing of a new central community gathering space and related infrastructure at the location of 3221 Corinth Parkway, Corinth, Texas 76208, the Venue Project, to designate the Venue Project as a sports and community venue project, and to impose a short term motor vehicle rental tax on the gross rental receipts from the short-term rental of motor vehicles within the City of Corinth, Texas, at a rate of 5%, for the purpose of financing the Venue Project, pursuant to applicable law.

Proposition A	Absentee Votes	Early Voting	Election Day	Total Votes
For	62	401	307	770
Against	30	169	163	362

**Staff Recommendation/Motion**

Staff recommends approval of Resolution No. 21-05-11-16 canvassing the Special Election results.

**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 21-05-11-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE JOINT SPECIAL ELECTION HELD ON MAY 1, 2021 FOR THE PURPOSE OF SUBMITTING TO QUALIFIED VOTERS OF THE CITY OF CORINTH A BALLOT PROPOSITION ON THE QUESTION OF APPROVING AND IMPLEMENTING RESOLUTION NO. 21-02-04-10, PROVIDING FOR A SPORTS AND COMMUNITY VENUE PROJECT, (“VENUE PROJECT”), AND ADOPTING A NEW TAX, A SHORT TERM MOTOR VEHICLE RENTAL TAX, AT A RATE OF FIVE PERCENT (5%), TO FUND THE VENUE PROJECT, PURSUANT TO CHAPTER 334 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR CONFIRMATION OF VOTE TABULATION AND CANVASS; PROVIDING NOTICE; PROVIDING REPEALER, OPEN MEETINGS, AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on May 1, 2021, the City’s Joint Special Election was held in accordance with the provisions of the City Charter and the Election Code for the purpose of submitting to qualified voters of the City of Corinth a ballot proposition on the question of approving and implementing Resolution No. 21-02-04-10, providing for a sports and community venue project, (“Venue Project”), and adopting a new tax, a short term motor vehicle rental tax, at a rate of five percent (5%), to fund the Venue Project, pursuant to Chapter 334 of the Texas Local Government Code, as amended, (the “Proposition”); and

**WHEREAS**, state law requires that the governing body of the City of Corinth canvass all elections; and

**WHEREAS**, the official returns, including returns of early voting ballots cast, of the presiding judges of the Special Election have been presented and delivered; and the City Council acting in capacity as the Canvassing Board, met on May 11, 2021, and duly canvassed such returns in accordance with the law.

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

**SECTION 1.  
Incorporation of Premises**

The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2.  
Election Properly Ordered and Held**

The City Council officially finds and determines that the Special Election was duly ordered to be held in the City of Corinth, Texas on the 1<sup>st</sup> day of May 2021; that proper notice of the election was duly given; that proper election officers were duly appointed prior to the

election; that the election has been made and delivered; and that the City Council has duly canvassed the returns all in accordance with law.

**SECTION 3.  
Confirmation of Vote Tabulation**

The City Council officially finds and determines that only qualified resident voters of the City were allowed to vote at the Special Election, that the following votes were cast at the Special Election, and based upon the votes cast, the Proposition was approved.

**CITY OF CORINTH SPECIAL ELECTION  
May 1, 2021  
OFFICIAL BALLOT  
CITY OF CORINTH PROPOSITION A**

FOR \_\_\_\_\_

AGAINST \_\_\_\_\_

“Authorizing the City of Corinth, Texas, to provide for the planning, acquisition, establishment, development, construction, renovation and financing of a new central community gathering space and related infrastructure at the location of 3221 Corinth Parkway, Corinth, Texas 76208, the Venue Project, to designate the Venue Project as a sports and community venue project within the City of Corinth, Texas, pursuant to Chapter 334 of the Texas Local Government Code, as amended, and to impose a new short term rental tax on the gross rental receipts of the short term rental of motor vehicles within the City of Corinth, Texas, at a rate of five percent (5%), for the purpose of financing the Venue Project.”

The number of votes cast "FOR"	770
The number of votes cast "AGAINST"	362
The number of votes by which the proposition was approved:	408
Total Votes Cast:	1132

**SECTION 4.  
Canvass**

The City Council finds that the Special Election was duly called, that notice of the election was given in accordance with state law, and that the election was held in accordance with state law, the results of the election as set forth above are correct, and the canvass of the votes are hereby ratified and approved. Therefore, the Venue Project is approved and a short term motor vehicle rental tax, at a rate of five percent (5%), to fund the Venue Project, is hereby authorized.

**SECTION 5.  
Notice**

Upon adoption of this Resolution, the City Secretary is directed to immediately give notice of the election results concerning the Proposition to the Texas Comptroller of Public Accounts and any other agency required by law.

**SECTION 6.  
Open Meeting**

It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

**SECTION 7.  
Severability**

Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. Corinth hereby declares that it would have passed this Resolution, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

**SECTION 8.  
Effective Date**

This Resolution shall be in full force and effect from and after its passage and it is so resolved.

**PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF MAY, 2021.**

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia A. Adam, City Attorney

**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	5/11/2021	<b>Title:</b> Election   Swearing-in
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
<b>Governance Focus:</b>	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>	

**Item/Caption**

Formal swearing-in of Mayor, Council Member Places 2 and 5.

**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	5/11/2021	<b>Title:</b> Appointment   Mayor Pro Tem
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
<b>Governance Focus:</b>	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>	

**Item/Caption**

Discuss and consider approval of the Mayor’s appointment of the Mayor Pro Tem.