



## CITY COUNCIL WORKSHOP & REGULAR SESSION

Thursday, June 03, 2021 at 5:45 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 Workshop and Regular Session of the Corinth City Council.

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

**C. WORKSHOP AGENDA**

- [1.](#) Conduct training on the use of the iPads
- [2.](#) Continue the discussion and review of budget priority session, including revisions to the vision/ends and mission statements.

**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.

- [3.](#) Consider and act on minutes from May 11, 2021.
- [4.](#) Consider and take appropriate action on Resolution No. 21-06-03-18, a resolution of the City of Corinth, Texas approving an Interlocal Cooperation Agreement for Cooperative Purchasing with the City of Grand Prairie, Texas in accordance with Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code to avoid duplicative procurement efforts and to obtain volume purchasing; authorizing the City Manager to execute the Agreement and any related documents as required by the Agreement; and providing an effective date.
- [5.](#) Consider and act on amendments to the North Central Texas Trauma Regional Advisory Council (NCTTRAC) Regional Programs Participation Agreement and Business Associate Agreement
- [6.](#) Consider and act on the contract appointing Stephanie M. Berry as Associate Municipal Judge for the City of Corinth Municipal Court of Record.

**F. PUBLIC HEARING**

- [7.](#) Consider and take action on Ordinance No. 21-06-03-16, an Ordinance of the City Council of the City of Corinth, Texas, repealing and readopting Section 130.04, "Curfew for Minors", of Chapter 130, "Offenses

Against City Regulations”, of Title XVIII, “General Offenses”, of the City’s Code of Ordinances in its entirety to establish an enforceable curfew for minors within the City; and providing an effective date.

## **G. BUSINESS AGENDA**

8. Consider and act upon an Alternative Compliance Application for Tree Preservation for The Oaks at Tower Ridge Subdivision on ±3.691 acres, located at 3100 Tower Ridge Drive. (The Oaks at Tower Ridge AC21-0009)
9. Consider and take appropriate action on Resolution No. 21-06-03-19, a resolution of the City of Corinth, Texas establishing a short-term motor vehicle venue project.
10. Consider and act on Ordinance No. 21-06-03-17 imposing a five (5) percent tax on the rental of motor vehicles in the City for thirty (30) days or less for the purposes of financing the Commons at Agora in accordance with the provisions of Chapter 334 of the Texas Local Government Code, as amended.

## **H. 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.

## **I. CLOSED SESSION**

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

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

a. 24.595 acres, more or less, of land within the A.H. Serren Survey, Abstract No. 1198 and the B. Merchant Survey, Abstract No. 800, City of Corinth, Denton County, Texas. (E)

**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.

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 (F)

b. .787 acres, more or less, of land located at 3404 Dobbs Road, Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 7 (F)

c. .972 acres of land, more or less, located at 1501 N. Corinth Street within the J.P. Walton Survey, Abstract No. 1389, within the City of Corinth, Denton County, Texas. (E)

d. Right-of-way consisting of 1.56 acres located at 6881 I-35E and 3404 Dobbs Road along Dobbs and within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas (M/B)


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

a. Project Agora.

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

**K. ADJOURN**

Posted on this 28th day of May 2021, at 11:30 A.M., 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>	6/3/2021	<b>Title:</b>	Training   Ipad
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" 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 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**

Conduct training on the use of the iPads

**Item Summary/Background/Prior Action**

Staff will review the use of the iPads and pencil for notes.

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

<b>Meeting Date:</b>	6/3/2021	<b>Title:</b> Budget Priority Discussion
<b>Strategic Goals:</b>	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development	
<b>Governance Focus:</b>	<i>Sub-Ends:</i> <input checked="" type="checkbox"/> Growing Community <input checked="" type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input checked="" type="checkbox"/> High-Quality Retail <input checked="" type="checkbox"/> High-Quality Restaurants <input checked="" 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**

Continue the discussion and review of budget priority session, including revisions to the vision/ends and mission statements.

**Item Summary/Background/Prior Action**

This item is available to review work on the budget priority session and to review and discuss adjustments to the vision/ends and mission statements.

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

<b>Meeting Date:</b>	6/3/2021	<b>Title:</b> Minutes
<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 minutes from May 11, 2021.

**Item Summary/Background/Prior Action**

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

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



## CITY COUNCIL SPECIAL SESSION - MINUTES

Tuesday, May 11, 2021 at 5:30 PM

City Hall | 3300 Corinth Parkway

STATE OF TEXAS  
COUNTY OF DENTON  
CITY OF CORINTH

On this, the 11th day of May 2021, the City Council of the City of Corinth, Texas, met in Session Session at the Corinth City Hall. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Council Members Present:**

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

**Staff Members Present:**

Bob Hart, City Manager  
Lana Wylie, City Secretary  
Shea Rodgers, Chief Technology Officer  
Lance Stacy, City Marshal

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

Mayor Heidemann called the meeting to order at 5:30 P.M.

**B. PROCLAMATION**

1. Proclamation Supporting Motorcycle Safety Awareness Month.

Mayor Heidemann presented the proclamation supporting Motorcycle Safety Awareness Month.

**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.

There were no comments made.

**D. 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).

Motion made by Garber to approve the Consent Agenda as Presented, Seconded by Burke.  
Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

**E. 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.

Motion made by Burke to approve Resolution No. 21-05-11-15, canvassing and declaring the results of the election for Mayor, City Council Place 2 and Place 5. Seconded by Henderson.  
Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

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.

Motion made by Burke to approve Resolution No. 21-05-11-16, canvassing and declaring the results of the May 1, 2021, Special Election, approving and implementing Resolution No. 21-02-04-10, providing for a sports and community venue project, and adopting a new short term motor vehicle tax at a rate of 5% to fund the venue project. Seconded by Garber.  
Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

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

The Mayor, Place 2 and 5 performed the Statement of Officer and Oath of Office.

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

Mayor Heidemann recommended Sam Burke as the Mayor Pro Tem.

Motion made by Garber to approve the recommendation of Council Member Burke as Mayor Pro Tem.  
Seconded by Pickens.  
Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

**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.



Mr. Burke, Mr. Holzwarth, Mayor Heidemann, and Mrs. Henderson expressed their appreciation continuing their work with this City Council.

Mr. Garber, the Chairman of Lake Cities Focus, shared the non-profit organization is part of the Lake Cities and now has a Facebook page.

Mrs. Henderson shared the grand opening details for Bones and Burritos, Doggy Wonderland, and Envy Nail Salon, is on May 27, 2021 at 11:00 A.M. She also shared that CoServ is partnering with KCB and they, along with the Lake Cities Chamber will host a mixer at the Butterfly Garden on May 25th from 5:30 P.M. - 7:30 P.M. There will be food and music at the event at Community Park.

Mrs. Pickens expressed her appreciation for the City Council, including their support and guidance the past two years.

Mr. Hart invited the City Council to the groundbreaking of UTRWD’s new water supply reservoir, Ralph Hall. Upper Trinity will send save the date cards. The event will take place in Fannin County.

Mayor Heidemann recessed the Special Session at 5:48 P.M. and immediately convened into Closed Session.

**G. CLOSED SESSION**

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**H. 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

Mayor Heidemann recessed the Closed Session at 6:06 P.M. and reconvened into Special Session.

**I. ADJOURN**

Mayor Heidemann adjourned the Special Session at 6:07 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Lana Wylie, City Secretary  
City of Corinth, Texas

**CITY OF CORINTH  
Staff Report**



<b>Meeting Date:</b>	6/3/2021	<b>Title:</b> Contract   Purchasing Agreement – City of Grand Prairie
<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**

Consider and take appropriate action on Resolution No. 21-06-03-18, a resolution of the City of Corinth, Texas approving an Interlocal Cooperation Agreement for Cooperative Purchasing with the City of Grand Prairie, Texas in accordance with Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code to avoid duplicative procurement efforts and to obtain volume purchasing; authorizing the City Manager to execute the Agreement and any related documents as required by the Agreement; and providing an effective date.

**Item Summary/Background/Prior Action**

Join in an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie for purchasing Angel Armor Body Armor. These vests outperform the current issued body armor at a more competitive price.

**Staff Recommendation/Motion**

Staff recommends approval of the Purchasing Agreement between Corinth and Grand Prairie.

**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 21-06-03-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING AN INTERLOCAL COOPERATIVE PURCHASING PROGRAM AGREEMENT WITH THE CITY OF GRAND PRAIRIE, TEXAS, IN ACCORDANCE WITH CHAPTER 791 OF THE TEXAS GOVERNMENT CODE AND CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas and the City of Grand Prairie, Texas have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplication procurement efforts and obtain the benefits of volume purchasing, as authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code, as amended; and

**WHEREAS**, a local government that purchases goods and services pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials, pursuant to subsections 271.102(c) of the TEX. LOC. GOV'T CODE and 791.025(c) of the TEX. GOV'T CODE, as amended; and

**WHEREAS**, the City Council of the City of Corinth finds it to be in the best interest of the public to enter into this Interlocal Cooperative Purchasing Program Agreement with the City of Grand Prairie, Texas.

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

**Section 1. Incorporation of Premises.** The above recitals are true and correct and are hereby incorporated into the body of this Resolution as if fully set forth herein.

**Section 2. ILA for Cooperative Purchasing Approved.** The City Council hereby approves the Interlocal Cooperative Purchasing Program Agreement with the City of Grand Prairie, attached hereto and incorporated as if set forth fully herein as Exhibit "A", and further authorizes the City Manager to execute the Agreement and any other documentation as required by the Agreement.

**Section 3. Cumulative Repealer.** This Resolution shall be cumulative of all other resolutions and shall not repeal any of the provisions of such resolutions except for those instances where there are direct conflicts with the provisions of this Resolution. Resolutions, or parts thereof, in force at

the time this Resolution shall take effect and that are inconsistent with this Resolution are hereby repealed to the extent that they are inconsistent with this Resolution.

**Section 4. Severability.** The provisions of this Resolution are severable. However, in the event this Resolution or any procedure provided in this Resolution becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

**Section 5. Effective Date.** This Resolution shall be in effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS ON THE 3<sup>rd</sup> DAY OF JUNE, 2021.**

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

ATTEST:

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

**APPROVED AS TO FORM:**

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

Exhibit A

**INTERLOCAL COOPERATIVE PURCHASING PROGRAM AGREEMENT  
BY AND BETWEEN THE CITY OF CORINTH AND CITY OF GRAND  
PRAIRIE, TEXAS**

This Interlocal Agreement, ("the Agreement"), is made and entered into by and between the **CITY OF CORINTH**, (hereinafter referred to as "**CORINTH**"), and the **CITY OF GRAND PRAIRIE**, (hereinafter referred to as "**GRAND PRAIRIE**"), municipal corporations, each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials.

**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 **CORINTH** and **GRAND PRAIRIE** may purchase various goods and services commonly utilized by each entity from vendors under present and future contracts; and

**WHEREAS**, Subchapter F, Section 271.102 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments, to purchase goods or services off contracts existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

**WHEREAS**, participation in this Agreement will be highly beneficial to the taxpayers of **CORINTH** and **GRAND PRAIRIE** through the anticipated savings to be realized and is of mutual concern to the parties; and

**WHEREAS**, **CORINTH** and **GRAND PRAIRIE** have current funds available to satisfy any fees owed pursuant to this Agreement.

**NOW THEREFORE**, **CORINTH** and **GRAND PRAIRIE**, 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. This Agreement shall be effective upon execution by both parties. This agreement shall be in full force and effect until terminated by either party upon thirty (30) days written notice to the other party.
2. **CORINTH** agrees to participate in the **GRAND PRAIRIE** cooperative purchasing program, and agrees that it may buy goods and services from those vendors that **GRAND PRAIRIE** solicits for competitive bids. **CORINTH** also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by **GRAND PRAIRIE**, and **GRAND PRAIRIE** shall not be a party to the agreement between the vendor and **CORINTH**. **GRAND PRAIRIE** shall have no obligations for payment to vendor for any services or goods incurred by any other party than **GRAND PRAIRIE**. Any payments owed the vendor for services or goods shall be paid directly by **CORINTH**. **CORINTH** will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

3. GRAND PRAIRIE agrees to participate in the CORINTH cooperative purchasing program, and agrees that it may buy goods and services from those vendors that CORINTH solicits for competitive bids. GRAND PRAIRIE also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by CORINTH, and CORINTH shall not be a party to the agreement between the vendor and GRAND PRAIRIE. CORINTH shall have no obligations for payment to vendor for any services or goods incurred by any other party than CORINTH. Any payments owed the vendor for services or goods shall be paid directly by GRAND PRAIRIE. GRAND PRAIRIE will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

5. Each government shall ensure that all applicable laws and ordinances have been satisfied.

6. Pursuant to subsection 791.011(j) of the Tex. Gov't Code, as amended, neither party may purchase construction-related goods or services pursuant to this Agreement in an amount greater than \$50,000 unless a person designated by either party certifies in writing that: (a) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Chapter 1001 or 1051 of the Texas Occupations Code; or (b) the plans and specifications required under Chapters 1001 and 1051 of the Texas Occupations Code, have been prepared.

7. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

8. 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.

9. 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 in writing within ten (10) days of any change in the information listed in this paragraph.

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

**GRAND PRAIRIE**  
Purchasing Manager  
300 West Main St.  
Grand Prairie, TX 75050  
Telephone: (972) 237-8269

10. The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

11. This Agreement shall be subject to all applicable federal, state, and local laws, ordinances, rules, and regulations.

12. The recitals to this Agreement are incorporated herein.

13. This Agreement shall be governed by the laws of the State of Texas and any action relating to this Agreement shall be filed in district court in Denton County, Texas Exclusive venue.

14. Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of , damage to, or loss of use to any property arising out of or in connection with this Agreement.

CORINTH and GRAND PRAIRIE agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party 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, without waiving any governmental immunity available to CORINTH or GRAND PRAIRIE under Texas law and without waiving any defenses of CORINTH or GRAND PRAIRIE under Texas law. The provisions of this section are solely for the benefit of CORINTH and GRAND PRAIRIE and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

15. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

16. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

18. It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.



IN WINESS WHEREOF, this Agreement is executed this 3<sup>rd</sup> day of June, 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 GRAND PRAIRIE, TEXAS**

\_\_\_\_\_  
Deputy City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Mona Lisa Galicia, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Megan Mahan, City Attorney

\_\_\_\_\_  
Date

**RESOLUTION NO. 5179-2021**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS,  
AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER  
INTERLOCAL AGREEMENT WITH THE CITY OF CORINTH, TEXAS**

**WHEREAS**, the City Council of the City of Grand Prairie, Texas, approves the terms and conditions of the Interlocal Purchasing Agreement between the City of Corinth, Texas providing for a cooperative purchasing program for goods and services; designating the Purchasing Manager or his designee, as the official representative for the City of Grand Prairie; and

**WHEREAS**, the City of Grand Prairie, Texas, pursuant to the authority granted under Section 271.101 to 271.102 of the Local Government Code, desires to participate in the described purchasing program, and is of the opinion that participation in this program will be highly beneficial to the taxpayers through anticipated savings to be realized.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:**

**SECTION 1.** The Cooperative Purchasing Agreement with the City of Corinth, Texas is found to be acceptable and in the best interest of the City of Grand Prairie and its citizens and is hereby approved.

**SECTION 2.** The City Manager is authorized to execute the agreement hereby approved on behalf of the City and that the Purchasing Manager or his designee is hereby designated to act for the City of Grand Prairie in all matters relating to Cooperative Purchasing Agreement including the designation of specific contracts in which the City of Grand Prairie desires to participate.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 18<sup>th</sup> DAY OF MAY 2021.**


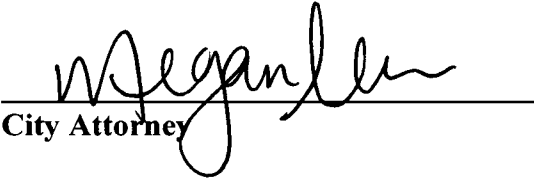
**APPROVED:**



**Ron Jensen, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

  
City Secretary  
City Attorney

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



<b>Meeting Date:</b>	6/3/2020	<b>Title:</b>	Agreement   Amendment NCTTRAC Agreements
<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**

Consider and act on amendments to NCTTRAC Regional Programs Participation Agreement and Business Associate Agreement

**Item Summary/Background/Prior Action**

- First Amendment NCTTRAC Regional Programs Participation Agreement  
NCTTRAC and Agency desire to amend the Agreement to reflect that NCTTRAC may share Agency’s SI with third party regional registries or other entities for reporting, tracking, locating, and data analysis purposes related to improving public health (e.g., finding and locating family members during natural disasters, decreasing morbidity and mortality, etc.), or for any other permissible purpose under federal or state law;
- First Amendment NCTTRAC Business Associate Agreement  
Business Associate and Covered Entity desire to amend the Agreement to reflect that Business Associate may share Covered Entity’s Protected Health Information and Sensitive Personal Information with third party regional registries or other entities for reporting, tracking, locating, and data analysis purposes related to improving public health (e.g., finding and locating family members during natural disasters, decreasing morbidity and mortality, etc.), or for any other permissible purpose under federal or state law;

**Staff Recommendation/Motion**

Approve as presented

**FIRST AMENDMENT TO BUSINESS ASSOCIATE AGREEMENT**

This First Amendment to Business Associate Agreement (this “Amendment”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”) and shall amend the Business Associate Agreement (the “Agreement”) dated as of February 2, 2016, by and between NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL (the “Business Associate”) and Lake Cities F.D. (the “Covered Entity”) dated as of \_\_\_\_\_ (each a “Party” and collectively the “Parties”).

**RECITALS**

**WHEREAS**, Business Associate and Covered Entity are parties to the Agreement for the purpose of safeguarding the privacy and security of Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA,” found at Public Law 104-191), and certain privacy and security regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA and the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as modified by the Omnibus Final Rule found at 45 C.F.R. Parts 160, 162 and 164;

**WHEREAS**, Business Associate and Covered Entity are Parties to that underlying Regional Programs Participation Agreement, dated as of February 2, 2016 (the “Underlying Agreement”), pursuant to which Business Associate uses, collects, stores, aggregates, and discloses for reporting, tracking, locating, data analysis, and other related purposes certain patient data (“Program Data”), and Business Associate grants Covered Entity access to Business Associate’s regional registry for patient tracking and locating as well as related services;

**WHEREAS**, Business Associate and Covered Entity desire to amend the Agreement to reflect that Business Associate may share Covered Entity’s Protected Health Information and Sensitive Personal Information with third party regional registries or other entities for reporting, tracking, locating, and data analysis purposes related to improving public health (e.g., finding and locating family members during natural disasters, decreasing morbidity and mortality, etc.), or for any other permissible purpose under federal or state law;

**NOW, THEREFORE**, for and in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the Parties amend the Agreement as follows:

1. Services. Section 2.1 of the Agreement is deleted and replaced in its entirety with the following:

“2.1 Services. Pursuant to the Underlying Agreement, Business Associate provides Services for the Covered Entity that involve the receipt, maintenance, exchange, disclosure, and/or transmission of Protected Health Information and Sensitive Personal Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information and/or Sensitive Personal Information

necessary to perform its obligations under the Underlying Agreement, which includes sharing Covered Entity's Protected Health Information and Sensitive Personal Information with regionally-required crisis applications systems or other entities for reporting, tracking, locating, or data analysis purposes related to improving public health, decreasing morbidity or mortality, or for any other permissible purpose under federal or state law. Moreover, Business Associate may disclose Protected Health Information and/or Sensitive Personal Information for the purposes authorized by this Agreement only (i) to its employees, subcontractors and agents, in accordance with Sections 3.1(g) and 3.1(h); (ii) as directed by the Covered Entity; or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 2.2(b) below."

2. Miscellaneous Terms. Terms used, but not otherwise defined, in this Amendment shall have the same meaning as those terms in the Agreement. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

(Signatures begin on next page)

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective as of the Effective Date and agree to be bound by this Amendment and the underlying Agreement.

**BUSINESS ASSOCIATE**  
North Central Texas Trauma Regional  
Advisory Council

**COVERED ENTITY**  
Lake Cities F.D., a Texas EMS provider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FIRST AMENDMENT TO  
NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL  
REGIONAL PROGRAMS PARTICIPATION AGREEMENT

THIS FIRST AMENDMENT TO REGIONAL PROGRAMS PARTICIPATION AGREEMENT ("Amendment") is made this \_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between North Central Texas Trauma Regional Advisory Council, a 501(c)(3) corporation organized under the laws of the State of Texas ("NCTTRAC"), and Lake Cities, F.D. \_\_\_\_\_, a Texas EMS provider \_\_\_\_\_, organized under the laws of the State of Texas ("Agency"). NCTTRAC and Agency may collectively be referred to as "the Parties" and referred to individually each as a "Party."

**RECITALS**

**WHEREAS**, NCTTRAC and Agency are Parties to the Regional Programs Participation Agreement (the "Agreement"), pursuant to which NCTTRAC uses, collects, stores, aggregates, and discloses for reporting, tracking, locating, data analysis, and other related purposes certain patient data ("Program Data"), and NCTTRAC grants Agency access to NCTTRAC's third party registries, patient tracking tools, data analysis tools, and other related services pertaining to the Program Data ("NCTTRAC Programs");

**WHEREAS**, the nature of the Agreement involves the exchange of protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS") including the Omnibus Final Rule and Breach Notification rule and Security rule; and other personal identifying information ("PII") including sensitive personal information ("SPI"), which are governed by applicable state law, including the Texas Medical Records Privacy Act "MRPA", as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code (PHI, PII, and SPI are collectively referred to hereinafter as the safeguarded information, which is defined as "SI");

**WHEREAS**, NCTTRAC and Agency desire to amend the Agreement to reflect that NCTTRAC may share Agency's SI with third party regional registries or other entities for reporting, tracking, locating, and data analysis purposes related to improving public health (e.g., finding and locating family members during natural disasters, decreasing morbidity and mortality, etc.), or for any other permissible purpose under federal or state law;

**NOW, THEREFORE**, for and in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the Parties amend the Agreement as follows:

- 1. Recitals. The fourth recital of the Agreement is deleted and replaced in its entirety with the following:

"**WHEREAS**, the nature of the contractual relationship between NCTTRAC and AGENCY may involve the exchange of protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS") including the Omnibus Final Rule and Breach Notification rule and Security rule; and other personal identifying information ("PII") including sensitive personal information ("SPI"), which are governed by applicable state law, including the Texas Medical Records Privacy Act "MRPA", as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code (PHI, PII, and SPI are collectively referred to hereinafter as the safeguarded information, which is defined as "SI");"

- 2. Defined Terms. All references to the defined terms "PHI" and/or "SPI" in the Agreement are hereby replaced with "SI".

- 3. Undefined Terms. All references to the terms "regional registry" in the Agreement are hereby replaced with "third party registry". All references to the terms "the regional registry" in the Agreement are hereby replaced with "a third party registry".

FIRST AMENDMENT TO  
NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL  
REGIONAL PROGRAMS PARTICIPATION AGREEMENT

4. Participation. Section A, subsection 1(A) of the Agreement is deleted and replaced in its entirety with the following:

“AGENCY is entering into this Agreement with NCTTRAC for the use, collection, storage, aggregation, and disclosure for reporting, tracking and locating, data analysis, and other purposes certain patient data (hereafter “Program Data”) as part of NCTTRAC’s third party registry programs (“Program(s)”). All or portions of the Patient Data are SI. In order to support AGENCY’s health care operations, AGENCY has elected to request access, and NCTTRAC hereby grants AGENCY access to the third party registries, patient tracking tools, family locating tools, data analysis tools and related services offered by NCTTRAC (“NCTTRAC Programs”). As a participant in the NCTTRAC Programs, AGENCY agrees to adhere to the terms of this Agreement including terms related to use of the Programs.”

5. Confidentiality, Integrity, and Availability of Program Data. Section A, subsection 3(d) of the Agreement is deleted and replaced in its entirety with the following:

“Except as provided below, neither Party shall release nor disclose Program Data to any third party that is not a participating agency with NCTTRAC; provided, however, AGENCY may release or disclose AGENCY’s own data without regard to such restriction. NCTTRAC may share Agency’s SI with (1) regionally-required crisis applications systems or other entities for reporting, tracking, locating, or data analysis purposes related to improving public health, decreasing morbidity and mortality, or for any other permissible purpose under federal or state law; (2) the State of Texas and local healthcare and governmental entities as may be required by state law for purposes of responding to state or regional emergency events; and (3) other third party registries as may be agreed upon by NCTTRAC and its members. “

6. Miscellaneous Terms. Terms used, but not otherwise defined, in this Amendment shall have the same meaning as those terms in the Agreement. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have duly executed this Amendment effective as of the Effective Date and agree to be bound by this Amendment and the underlying Agreement.

NCTTRAC  
North Central Texas Trauma Regional Advisory Council

AGENCY  
Lake Cities F.D., a Texas EMD provider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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



<b>Meeting Date:</b>	6/3/2021	<b>Title:</b>	Contract   Associate Judge
<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 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**

Consider and act on the contract appointing Stephanie M. Berry as Associate Municipal Judge for the City of Corinth Municipal Court of Record.

**Item Summary/Background/Prior Action**

The contract for Council consideration is for the appointment of Stephanie M. Berry as Associate Municipal Judge for a term beginning June 1, 2021 through May 31, 2023. Municipal Court Judge is responsible for recommendations for appointment of Associate Judges. Stephanie M. Berry is the recommendation by Judge Gilland Chenault. This will be the final appointment for the second Associate Judge.

**Financial Impact**

The Municipal Judge/Associate Judge contract is budgeted in the Municipal Court divisional budget. The combined annual expenditure is \$43,000.

**Applicable Owner/Stakeholder Policy**

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the judge and all associate judges be appointed by the Council for terms of two (2) years. The contract for Council consideration is for an appointment term beginning June 1, 2021 through May 31, 2023.

**Staff Recommendation/Motion**

Staff recommends approving the contract appointing Stephanie Berry as the Associate Municipal Judge for the term beginning June 1, 2021 through May 31, 2023.

# CONTRACT FOR SERVICES FOR ASSISTANT MUNICIPAL JUDGE

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as "**City**", and **STEPHANIE M. BERRY**, hereinafter referred to as "Assistant (Associate) Judge".

**1. APPOINTMENT OF ASSISTANT (ASSOCIATE) JUDGE**

- a. The **City of Corinth (hereinafter referred to as "City")** does hereby **APPOINT** and contract for the services of **STEPHANIE M. BERRY (hereinafter referred to as "Assistant Judge" or "Judge")** to service as an Assistant (Associate) municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 1<sup>st</sup> day of June, 2021, and continuing through midnight, May 31, 2023, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Assistant Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Assistant Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Assistant Judge may terminate this Contract by providing written notice of resignation not less than 30 days prior to date of termination.

**2. COMPENSATION OF ASSISTANT (ASSOCIATE) JUDGE – the City shall compensate the Assistant (Associate) Judge as follows:**

- a. As compensation for the Assistant (Associate) Judge’s services, the City agrees to pay to the Judge according to this Section 2.
- b. The Assistant (Associate) Judge shall receive a flat rate per duty performed according to the following schedule:

- i. Court:
  - \$500 for full court day (morning & afternoon dockets)
  - \$250 for half court day (morning or afternoon docket only)
  - \*If docket is cancelled on day of court, the fee will be \$100.
  - \*If docket is cancelled before court day, no fee will be paid.

- ii. All other services: \$75 per hour, with each duty being a minimum of one hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.
  
- iii. Judge/Court/Staff Meetings: \$75 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge's meetings may be scheduled as needed and at the discretion of the Presiding Judge, Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.
  
- iv. Training Court Sessions: \$400 for full day  
\$200 for half day

- c. The Assistant (Associate) Judge shall send an invoice to the City's Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to [accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com) once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.
  
- d. The City shall pay the Assistant (Associate) Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.
  
- e. The Assistant (Associate) Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law. The City shall pay, or reimburse Assistant (Associate) Judge for, any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which the Assistant (Associate) Judge serves. By way of example, if Assistant (Associate) Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.
  
- f. The Assistant (Associate) Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract.

- g. During the duration of this Contract, the Assistant (Associate) Judge shall comply with the provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- h. The Assistant (Associate) Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Assistant (Associate) Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. No minimum amount of duties are guaranteed to the judge during the duration of this Contract.
- i. The Assistant (Associate) Judge shall comply with the Presiding Judge's "Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The City will provide the necessary Court Personnel to the Judge for clerical assistance.

**3. OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR**

- a. The City herein acknowledges that the Assistant (Associate) Judge may maintain a private law practice and may perform outside legal services. The Assistant (Associate) Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Assistant (Associate) Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Assistant (Associate) Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore FINDS that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Assistant (Associate) Judge from office during the Assistant (Associate) Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Assistant (Associate) Judge shall be considered an independent contractor, not an employee of the City.
- e. The Assistant (Associate) Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.

4. **DUTIES OF ASSISTANT (ASSOCIATE) JUDGES**

- a. The Presiding Judge shall be the liaison between the Judge(s) and/or any City departmental staff. The Presiding Judge shall provide general supervision and guidance for Assistant (Associate) Judge.
- b. The Assistant (Associate) Judge shall perform duties assigned to the Assistant (Associate) Judges, from time to time, by the Presiding Judge in his sole discretion.
- c. The Assistant (Associate) Judge shall be available for any and all duties according to the monthly Judge's Schedule prepared by the Presiding Judge or when the Presiding Judge is unavailable, including after hours, weekends and holidays.
- d. The Assistant (Associate) Judge shall keep the Court and Corinth Police Department informed of his current contact information.

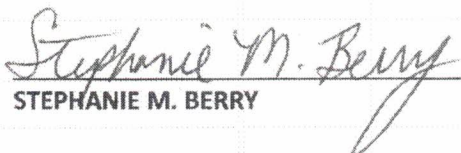
5. **INTEGRATION**

This Contract represents the entire and integrated Contract between the City and the Assistant (Associate) Judge, and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Assistant (Associate) Judge. The Assistant (Associate) Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge's own free act.

**IN WITNESS WHEREOF**, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

**ASSISTANT (ASSOCIATE) JUDGE:**

**CITY OF CORINTH, TEXAS**

  
STEPHANIE M. BERRY

\_\_\_\_\_  
**BILL HEIDEMANN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**LANA WYLIE, CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**PATRICIA ADAMS, CITY ATTORNEY**

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

<b>Meeting Date:</b>	6/3/2021	<b>Title:</b>	Ordinance   Juvenile Curfew
<b>Strategic Goals:</b>	<input checked="" 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 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 take action on Ordinance No. 21-06-03-16, an Ordinance of the City Council of the City of Corinth, Texas, repealing and readopting Section 130.04, “Curfew for Minors”, of Chapter 130, “Offenses Against City Regulations”, of Title XVIII, “General Offenses”, of the City’s Code of Ordinances in its entirety to establish an enforceable curfew for minors within the City; and providing an effective date.

**Item Summary/Background/Prior Action**

- On April 19, 2018 the Corinth City Council adopted Ordinance No.18-04-19-13 establishing curfew hours for minors. With limited exceptions, persons under the age of 17 years old are prohibited from remaining, appearing or entering a public place during curfew hours, any day from Midnight to 6:00 am. The Ordinance was amended and extended the curfew hours for an additional three (3) years.
- In 1995, the Texas Legislature enacted provisions that address a City’s authority to enact juvenile curfew ordinances. This legislation requires a city to conduct periodic reviews of its curfew ordinance. A city must review its curfew ordinance at least every three years, addressing the ordinance’s effect on the community and on problems the ordinance was intended to remedy.
- In 2009 the Corinth City Council opted to add an additional requirement to the existing Ordinance that required the review/analysis to be provided to City Council and the public (via the City website) 30 days prior to any action being taken. The review was delivered to City Council and made available to the public via the City of Corinth website on or about March 23, 2021.

- After the review, the City Council must conduct public hearings and decide whether to abolish, continue or modify its ordinance. If a city fails to conduct the required review and public hearings, the ordinance automatically expires.

Section F, Item 7.

**Staff Recommendation/Motion**

Staff recommends approval of the ordinance as presented.



In April 2009 the Corinth City Council adopted the existing City Ordinance establishing curfew hours for minors. This document provides the existing Ordinance information and supporting documentation.

# Juvenile Curfew Ordinance Review and Data Analysis

Report Date March 2021

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## Background

On April 19, 2018, The Corinth City Council adopted Ordinance 12-04-12-06 establishing curfew hours for minors. With limited exceptions, persons under the age of 17 years old are prohibited from remaining, appearing or entering a public place during curfew hours, any day from Midnight to 6:00am.

The current Ordinance requires a periodic review to include the Ordinance's effect on the community and the problems the ordinance was intended to remedy.

This analysis revealed that it is not only practical to enforce the ordinance but that it is a useful tool for officers.

In 1995, Texas Legislature enacted provisions that address a City's authority to enact juvenile curfew ordinances. This legislation requires a city to conduct periodic reviews of its curfew ordinance. A city must review its curfew ordinance at least every three years addressing:

1. The ordinance's effect on the community and on problems the ordinance was intended to remedy, and;
2. Conduct public hearings on the need to continue the ordinance; and
3. Abolish, continue, or modify the ordinance.

If the city fails to conduct the required review and public hearings the ordinance automatically expires.

It is recommended that the City Council:

1. Hold a public meeting on the curfew ordinance
2. Review the effect the Curfew Ordinance for Minors under Seventeen Years of Age has had on the community and the problems the ordinance was intended to remedy. Determine if the ordinance was successful.
3. Include the effective date of the ordinance and date of periodic review in the ordinance, and;
4. Continue the attached curfew ordinance for minors for three more years.

## Data Collection and Analysis

Data was collected from the Corinth Police Department's Records Management System (RMS) and the Corinth Municipal Court software system (INCODE). The data was then organized and analyzed showing trends in different activities to help determine the effectiveness of the ordinance. The data is presented in both written and graph format representing several categories to explain the trends.

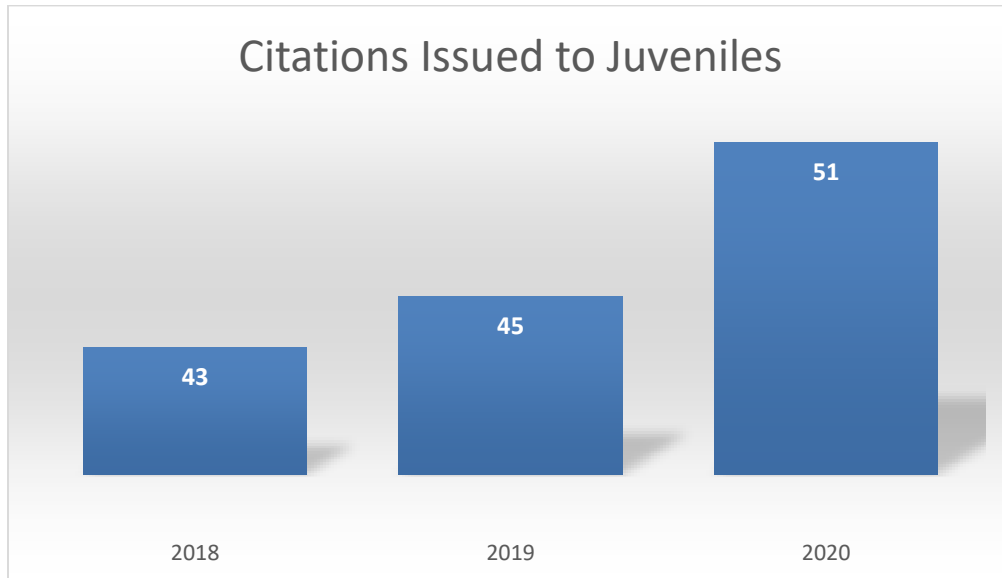
Beginning in 2009, data collection methods changed in that if a citation only was issued, it was not counted as an arrest. Only those juveniles physically taken into custody are counted as arrests. The arrest data is for persons under seventeen years of age who were physically taken into custody during curfew hours. Data was collected for calendar years 2018-2020.

Citation data includes those cited who are under the age of 17 and due to the software limitations; data includes citations written during and outside of the curfew hours. For the purposes of enforcement of laws relating to alcohol, “minor” means a person under the age of 21. For laws relating to tobacco, “minor” means a person under the age of 18.

For purposes of Council review, dates collected include 2018-2020.

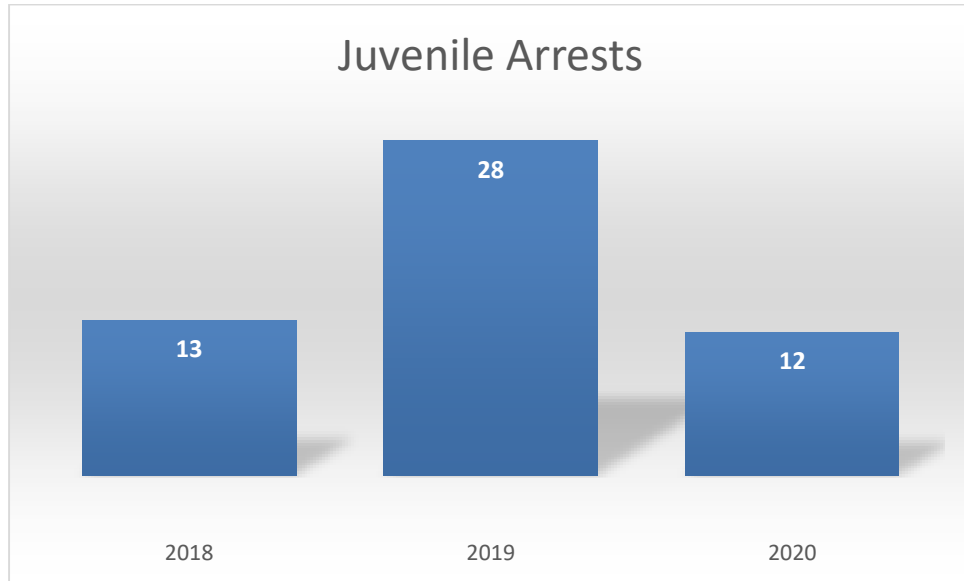
## Citations Issued to Juveniles

From calendar year 2018 to calendar year 2020, the Corinth Police Department issued 139 citations to juveniles (persons under the age of 17). These citations include traffic violations, and City Ordinance violations.



## Juvenile Arrests

As previously stated, beginning in 2009, these numbers reflect only those juveniles that were physically taken into custody; it does not include those juveniles that were released only with a citation. Arrest Charges include robbery, burglary, assaults, possession of marijuana or other drugs, etc.



## Most Common Violations

The most common violations by juveniles and minors involve alcohol and tobacco. This analysis looks at these most common violations and how they relate to the juvenile curfew hours of Midnight to 6:00 am. These violations are:

Consumption of Alcohol by a Minor	Texas Alcoholic Beverage Code Sec. 106.04
Possession of Alcohol by a Minor	Texas Alcoholic Beverage Code Sec. 106.05
Possession of Tobacco by a Minor	Texas Health and Safety Code Sec. 161.252
Driving Under the Influence of Alcohol by Minor	Texas Alcoholic Beverage Code Sec. 106.041
Possession of Drug Paraphernalia	Texas Health and Safety Code Sec. 481.125
Juvenile Curfew	City of Corinth Code of Ordinances 09-04-16-05

## Other Significant Offenses

Criminal Mischief	Texas Penal Code 28.03
Burglary of Vehicles	Texas Penal Code 30.04

## Possession/Consumption of Alcohol by Minor

### Possession/Consumption of Alcohol by a Minor

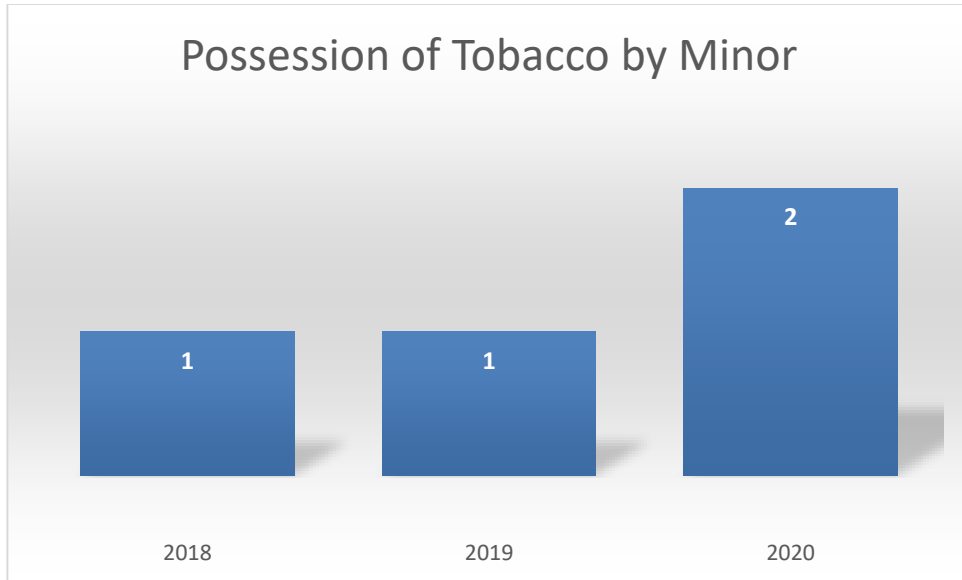
These figures only include persons cited or arrested under the age of 17 years old. Inclusion of persons cited or arrested from age 17 to 20 would result in an increase in this category as well.





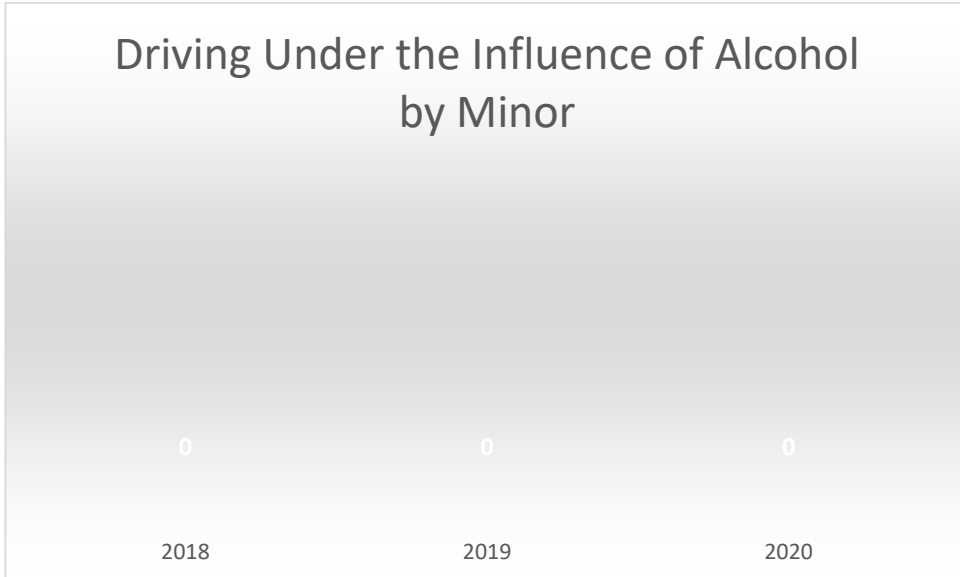
## Possession of Tobacco by Minor

The trend in possession of tobacco by minors is increasing overall.



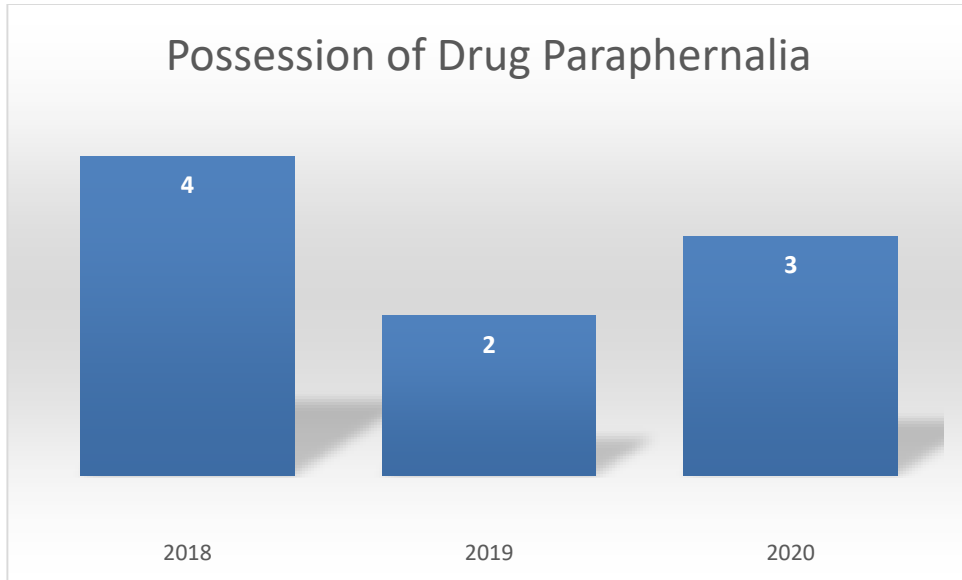
## Driving Under the Influence of Alcohol by Minor

Citations and arrests for Driving Under the Influence of Alcohol by a Minor have historically been low in the City of Corinth.



## Possession of Drug Paraphernalia

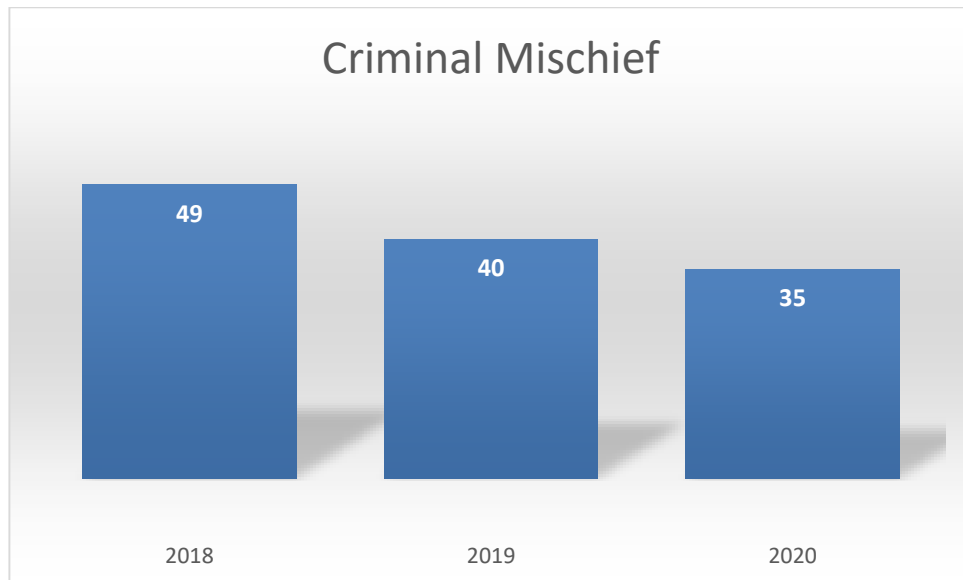
The number of cited violations for possession of drug paraphernalia remains low.



## Criminal Mischief

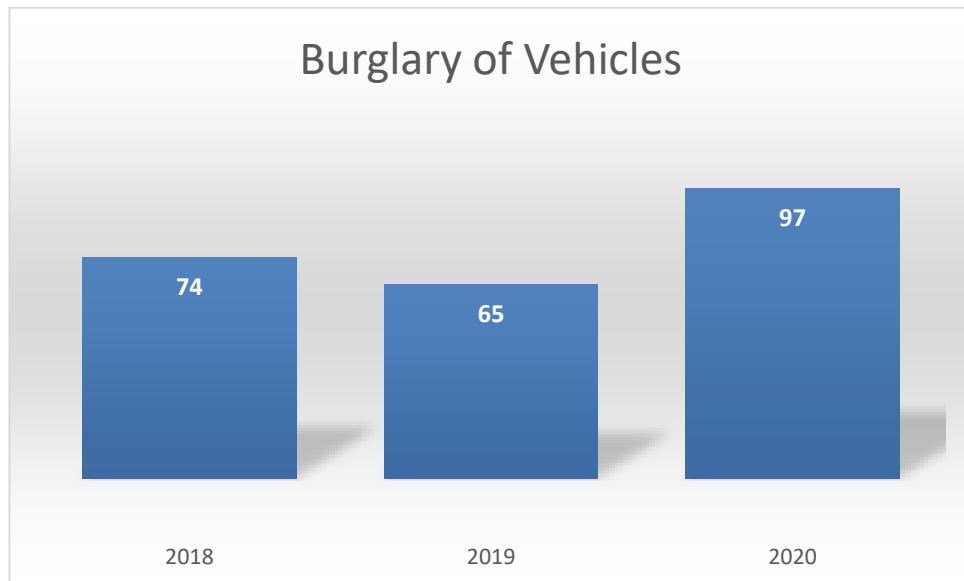
Common forms of criminal mischief include vandalism, graffiti or destruction or defacing of property (excluding arson). Criminal Mischief Offenses are normally associated with juvenile behavior. Some of the reports include offenses that are classified as criminal mischief such as “toilet papering” homes and “egging” cars. These activities commonly occur during evening and late night hours and are usually committed by groups of juveniles. The numbers reflected in the graph below are total offenses reported. Offenses such as these are often reported the following day and the time-frame of occurrence begins with when the reporting person last observed the undamaged property. These activities may at first seem harmless, but as time passes and especially with “egging”, costly damage can be caused if not cleaned immediately. This type of activity as time goes on can lead to more serious offenses. On the other hand, if juveniles are out during curfew hours and enter property, the owner could mistake them for criminals, intent on entering their residence or committing a theft. Laws in Texas allow residents to defend themselves and property with a firearm. The intent of the curfew is to protect juveniles. Preventing them from committing crimes is one aspect, but the other is to prevent them from becoming victims of crime or accidents as well.

The data collected for 2018-2020 illustrates a steady decline in the number of offenses reported to the police.



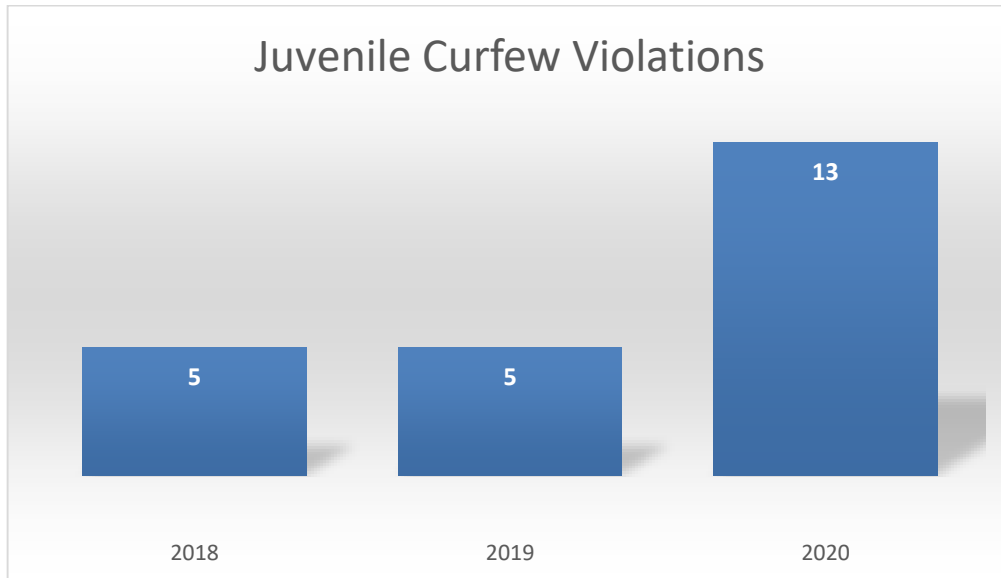
## Burglary of Vehicles

Burglary of Vehicle offenses showed a marked increase from 2019 until 2020. Often, vehicle burglaries are crimes of opportunity with vehicles being left unlocked. By having a curfew, juveniles that are abiding by the ordinance are not out and being tempted by the opportunity to commit the crime. Juveniles have a tendency to give in to peer pressure when they are confronted with the opportunity to commit these types of offenses to fit in. Once again, the intent of the curfew ordinance is to reduce crime, protect juveniles from being victims of crime and participating in these “crimes of opportunity”. As with the Criminal Mischief Offenses, these are often reported the following day and the time-frame of occurrence begins with when the reporting person last observed the property.



## Curfew Violation Citations Issued

The initial Juvenile Curfew Ordinance was instituted in August 2005. The existing Juvenile Curfew Ordinance was adopted in 2009. The number of citations issued annually shows to have increased in the past year.



## Summary

An examination of the data collected and included in this analysis reveals that the Juvenile Curfew Ordinance is an effective tool that assists officers, reduces juvenile delinquency and victimization. It is the recommendation of the Corinth Police Department that the City Council review this report and consider continuing the Juvenile Curfew Ordinance.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 21-06-03-16**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, REPEALING AND READOPTING SECTION 130.04, “CURFEW FOR MINORS”, OF CHAPTER 130, “OFFENSES AGAINST CITY REGULATIONS”, OF TITLE XIII, “GENERAL OFFENSES”, OF THE CITY’S CODE OF ORDINANCES, IN ITS ENTIRETY, TO ESTABLISH AN ENFORCEABLE CURFEW FOR MINORS WITHIN THE CITY OF CORINTH; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City Council of the City of Corinth has determined that it is in the best interest of the health, welfare and safety of the residents of the City to provide for the protection of minors from each other and from other persons through enforcement of a curfew for minors; and

**WHEREAS**, on April 16, 2009, the City Council adopted Ordinance No. 9-04-16-05 establishing a curfew for minors under the age of seventeen years old, and readopted the curfew provisions in 2018 via Ordinance No. 18-04-19-13; and

**WHEREAS**, the curfew provisions adopted in 2018 have lapsed and now the City Council desires to repeal and readopt Section 130.04 in its entirety to provide for enforcement of a curfew for minors within the City; and

**WHEREAS**, the City Council, having conducted a public hearing, determines it to be in the best interest of the residents of the City to adopt this Ordinance.

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

**SECTION 1**  
**INCORPORATION OF PREMISES**

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

**SECTION 2**  
**AMENDMENTS**

**2.01.** That Section 130.04, “Curfew for Minors”, of Chapter 130, “Offenses Against City Regulations”, of Title XIII, “General Offenses”, of the Code of Ordinances of the City of Corinth, Texas is hereby repealed in its entirety with all other provisions of Chapter 130 not herein affected to remain in full force and effect.

**2.02** That Chapter 130, “Offenses Against City Regulations”, of Title XIII, “General Offenses”, of the Code of Ordinances of the City of Corinth, Texas is hereby amended to adopt a new section, Section 130.04 to be entitled, “Curfew for Minors”, to be read in its entirety as follows with all other provisions of Chapter 130 not herein amended remaining in full force and effect:

**§ 130.04 CURFEW FOR MINORS.**

(A) *Definitions.* For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CURFEW HOURS.** Between the hours of 12:00 a.m. (midnight) and 6:00 a.m. on any day of the week.

**EMERGENCY.** An unexpected situation or occurrence that demands immediate attention. The term shall include incidents such as medical emergency, automobile accident, fire, natural disaster or providing transportation to a medical care center for another person.

**GUARDIAN.** Any person who is legally responsible for the minor. The custody must be directed by a court order.

**MINOR.** Any person under 17 years of age.

**PARENT.** A natural father or mother or adoptive parent or stepparent of another person. The term PARENT shall also include a court-appointed guardian or other person 18 years of age or older, authorized by the parent to have the care and custody of a person.

**PUBLIC PLACE.** Any place to which the public or a substantial amount of the public has access, and includes, but not limited to, streets, highways, apartments, parks, shops, stores and common areas of schools, hospitals or office building, and transport facilities.

**REMAIN.** To linger or stay unnecessarily upon a public place.

(B) *Offenses.*

(1) A minor commits an offense if the minor remains, appears or enters a public place within the curfew hours.

(2) A parent or guardian of a minor commits an offense if the parent or guardian knowingly allows, or by insufficient control allows, the minor to remain in any public place during curfew hours.



(C) *Defenses.* It is a defense to prosecution under division (B) above that any of the following circumstances apply:

- (1) The minor is accompanied by a parent or guardian;
- (2) The minor is involved in an emergency situation;
- (3) The minor is accompanied by another adult approved by the parent;
- (4) The minor is going to or returning from a school or religious sponsored activity or activity sponsored by a civic organization that takes responsibility for the minor, and is in the act of returning home from this event;
- (5) The minor is engaging in a lawful employment duty or activity or is going to or returning home from lawful employment without detour or stop;
- (6) The minor is in a motor vehicle involved in interstate travel or transportation;
- (7) The minor is married or has been married or has disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code;
- (8) The minor was exercising his or her First Amendment Rights protected by the United States or Texas constitutions, including, but not limited to, the free exercise of religion, freedom of speech and the right of assembly; or
- (9) The minor was on the sidewalk of the place where such minor resides or on the sidewalk of a next-door neighbor if the neighbor did not complain to the Police Department about the minor's presence.

(D) *Enforcement.* Before taking any action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in division (C) above is present.

(E) *Periodic review required.*

- (1) Before the third anniversary of the date of the adoption of this section, the City Manager shall review this section and report to the City Council and make recommendations concerning the ordinance's effect on the community and on the problems the ordinance was intended to remedy.
- (2) The results of review and any reports shall be provided to the City Council and the public (on the city's website) no less than 30 days before any Council action item to renew, amend or repeal the ordinance.

- (F) *Violations.* A person who violates a provision of this section is guilty of a separate offense for each day a violation occurs. Each offense, upon conviction, is punishable by a fine not to exceed \$500.
- (G) *Sunset clause.* This Section 130.04 expires on June 3, 2024, unless sooner terminated or extended as provided in subsection (E) hereof.

**SECTION 3**  
**CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

**SECTION 4**  
**SEVERABILITY**

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION 5**  
**SAVINGS/CONFLICT**

In the event of a conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect.

**SECTION 6**  
**PENALTY**

Any person, firm or corporation who violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving an

intentional, knowing, reckless or criminally negligent violation of any provision of this ordinance or Code of Ordinances, as amended hereby, governing public health shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 7**  
**PUBLICATION/EFFECTIVE DATE**

This Ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this Ordinance as required by the City Charter and state law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 3<sup>rd</sup> day of June 2021.**

**APPROVED:**

\_\_\_\_\_  
Bill Heidemann, Mayor  
City of Corinth, Texas

**ATTEST:**

\_\_\_\_\_  
Lana Wylie, City Secretary  
City of Corinth, Texas

**APPROVED AS TO FORM AND LEGALITY:**

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

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



<b>Meeting Date:</b>	6/3/2021	<b>Title:</b> Alternative Compliance – Tree Preservation, 3100 Tower Ridge Drive (AC21-0009)
<b>Strategic Goals:</b>	<input checked="" type="checkbox"/> Citizen Engagement <input 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 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 checked="" 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	
	Click to enter recommendation/decision of supporting group.	

**Item/Caption**

Consider and act upon an Alternative Compliance Application for Tree Preservation for The Oaks at Tower Ridge Subdivision on ±3.691 acres, located at 3100 Tower Ridge Drive. (The Oaks at Tower Ridge AC21-0009)

**Item Summary/Background/Prior Action**

The Applicant is requesting approval of an Alternative Compliance Application (AC21-0009) for Tree Preservation (required under Section 2.09.02) as presented in the attached worksheet and tree removal and preservation plan.

The site is presently vacant, and the Applicant is proposing to construct 17 single family residential lots and 2 HOA lots at the site. The subject property is zoned PD-56, approved by the City Council on June 4, 2020. The subject property recently received Preliminary Plat approval by the Planning & Zoning Commission and requires approval of this Alternative Compliance application prior to moving into the construction phase.

The attached Tree Survey, Protection and Mitigation plan shows the location of all trees on site, with markups showing the trees to be removed, trees to be preserved, and trees to remain that may require future removal. In all, the applicant is requesting authorization to:

1. Remove 347 protected trees, for a total of 3,734 Caliper Inches (CI);
2. Preserve 227 protected trees, or 2,686 CI; and
3. Pay a fee-in-lieu-of replacement of trees, calculated at \$21,525 @\$150.00/CI for 143.5 CI.

This application falls under the provisions of prior past practice and therefore is entitled to mitigation exemptions from building pad sites, street right-of-ways, utility easements, and driveways. Additionally, the site is considered a “heavily treed lot” and is afforded a 50% reduction in the number of caliper inches required to be mitigated (replaced). As such,

the prior past practice exemptions (*building pads, rights-of-way, etc.*) total 6,133 CI leaving a total 287 CI inches to be mitigated which after applying the 50% reduction for “heavily treed lot”, 143.5 CI will need to be mitigated.

Option 1: The Applicant is requesting to provide a fee payment of \$21,525 in-lieu-of replacement of the 143.5 caliper inches due to site constraints limiting replanting.

Option 2: As an alternative, Staff is requesting that City Council grant Staff the flexibility to work with the Applicant during construction to encourage replanting of trees within common areas (*drainage easement and detention basin*) if replanting is determined practical at that time. As part of this option, Staff requests consideration that the fee-in-lieu-of be reduced to \$70/CI for any remaining CI not accommodated through replanting as well as to address any additional Protected Tree removal that may be necessary at that time.

**Financial Impact**

N/A

**Applicable Owner/Stakeholder Policy**

Ministerial Function

**Attachments**

1. Alternative Compliance Worksheet
2. Tree Survey, Protection and Mitigation Plan

**Staff Recommendation/Motion**

Staff recommends approval as presented by granting the removal and fee-in-lieu-of replacement of mitigation caliper inches as outlined on the Attached Application for Alternative Compliance Worksheet and as depicted on the Tree Survey, Preservation, and Removal Plan (Option 1).

However, Staff has authorization to work with the Applicant administratively (Option 2) during construction and prior to acceptance of public improvements to address mitigation methods that result in a greater number of trees being planted.

Motion to approve as recommended above.

**Application for Alternative Compliance - Worksheet  
Tree Replacement and Fee-in-Lieu-of Replacement**

**Tree Survey/Tree Protection Plan**

	Number	Caliper Inches
<b>A. Tree Survey:</b> Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a <b>Registered Landscape Architect or Certified Arborist</b> . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.B.3.b.		
<b>B. Tree Protection Plan:</b> Calculate and graphically show the following:		
a. Total Protected Trees to be removed from site	347	3734
b. Total Protected Trees to be preserved on site	227	2686
c. Total Protected Trees Required to be Replaced (Section 2.09.02B.3.)	27	287
Subtotal:		
d. Total Protected Trees required to be Replaced as listed above may be reduced (if determined to meet definition of " <u>Heavily Tree Lot</u> " as calculated in item C., below).	14	143.5
- Less 50%		
<b>Total:</b>	<b>14</b>	<b>143.5</b>

Assumptions (if applicable): Protected Trees Required to be Replaced do not include any trees within proposed right-of-way, easements, building pads, or driveways. Protected trees do not include any trees with a description in the "Dead/Health Description Column."


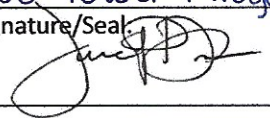
C. <b>Heavily Treed Lots:</b> Graphically show and provide the calculations demonstrating that the "Protected Tree" Canopy Coverage on the lot is 50% or more of the land area.*	Protected Tree Canopy Coverage	
	Acres/sq. ft.	Percent
1. Total Lot Area:	3.69	100
2. Total Area of "Protected Tree" Canopy Coverage:	3.54	96

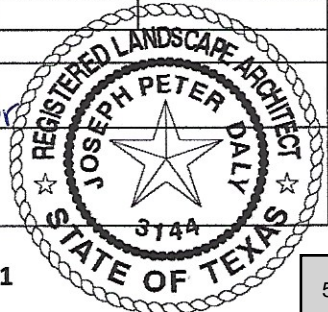
**\*Attach a separate exhibit (Tree Canopy Coverage) which is based on Tree Survey exhibit provided in A., above.**

**D. Alternative Compliance Request:** City Council may approve requests to (1) plant replacement trees and/or (2) make payment of a fee-in-lieu-of tree replacement.

	Number	Caliper Inches
1. Request: To plant "Replacement Trees" on the same property or on another property within City Limits. Note that proposed "Replacement Trees" shall be <u>shown on a Landscape Plan and be distinguished from other required landscaping material</u> e.g., Shall not include trees required per lot, in landscape buffers, etc., as required by other zoning and subdivision regulations.		
2. Request: Fee-in-Lieu-of Replacement of Protected Trees. Identify the criteria necessitating the request for payment of a fee in lieu of replacement fees. City Council May Approve on for developments which meet one of the following Criteria per Section 2.09.02.K.2.		
Select one of the criteria listed below:	Caliper Inches	Fee-in-Lieu-of Amount*
a. Subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees	143.5	\$21,525
b. Required replacement trees were to be installed, the replacement trees would be planted under the canopy of any existing trees.		
c. Required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)		
d. City has no available property for additional trees to be planted		
<b>Total:</b>		

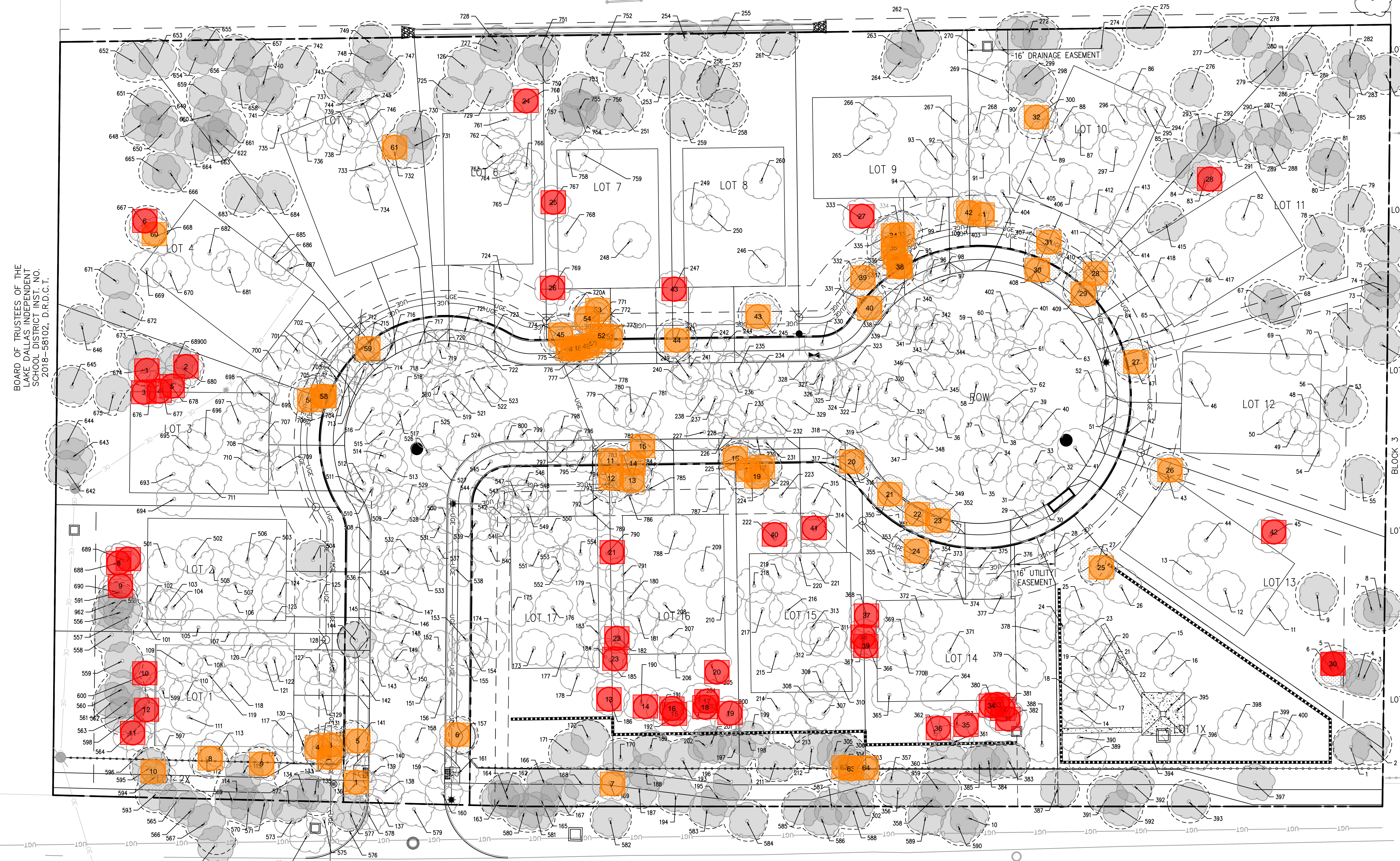
**\*Reference City of Corinth Fee Schedule**

Applicant: 	Property Location: 3100 Tower Ridge Dr
Calculations and attached Exhibits were completed by Registered Landscape Architect or Certified Arborist. Name:	Signature/Seal: 



May 4, 2021

LOT 1R, BLOCK 1  
LAKE DALLAS ISD SCHOOL ADDITION  
CAB. Y, SLIDE 803, P.R.D.C.T.



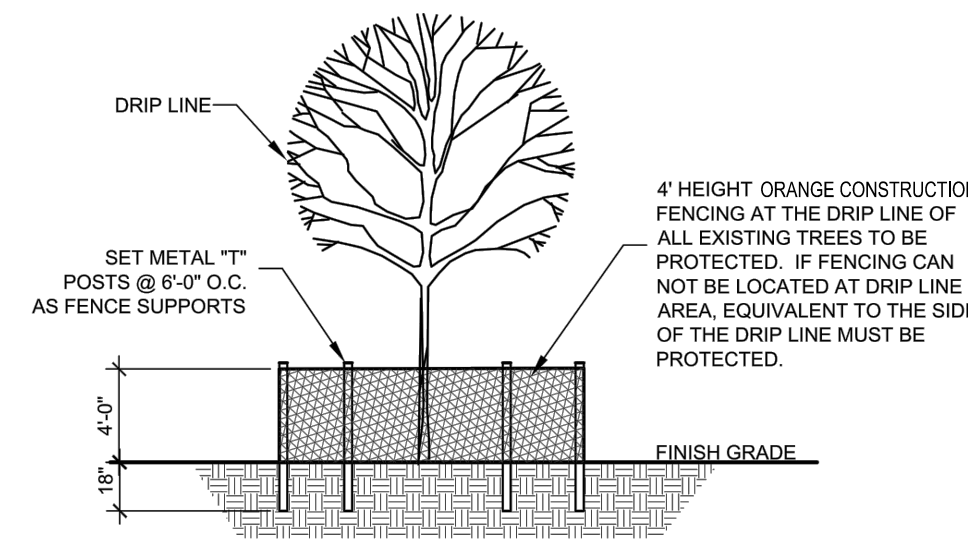
REVISIONS

NO.	DESCRIPTION	DATE
1	1ST SUBMITTAL	2020/11/13
2	2ND SUBMITTAL	2021/01/25
3	3RD SUBMITTAL	2021/04/23

LEGEND:

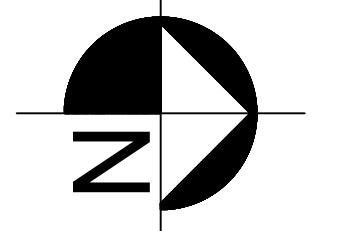
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO REMAIN
- EXISTING TREE TO REMAIN (FUTURE REMOVAL IF NEEDED)
- TREE PROTECTION FENCE (SEE DETAIL THIS SHEET)

NOTES:  
 1. FENCE TO BE MAINTAINED AND REPAIRED AS NEEDED DURING CONSTRUCTION.  
 2. NO CONSTRUCTION TRAFFIC, GRADING, STORAGE OR WASTE DISPOSAL ALLOWED WITHIN THE FENCED AREA AROUND TREES.



TREE PROTECTION DETAIL  
N.T.S.

BLOCK 3  
FAIRVIEW MEADOWS PHASE I  
CAB. E, SLIDE 354, P.R.D.C.T.



SCALE: 1" = 20'

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM, THEY WILL BE SIGNED, SEALED, AND DATED BY:  
SCOTT SCHERER, P.E.  
TEXAS REGISTRATION NO. 105150

**HKS HARRIS KOCHER SMITH**  
 101 Summit Avenue, Suite 1014  
 Fort Worth, Texas 76102  
 P: 817.769.6279 F: 817.769.6298  
 HarrisKocherSmith.com  
 TBPE Firm No. F-15501

TOWER RIDGE  
SINGLE FAMILY

TREE PROTECTION PLAN

DESIGNED: DFW	PROJECT #:	ISSUE DATE:	SHEET
CHECKED: SRS	200102	04/23/2021	5 OF 22
DRAWN: DFW			

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.  
 File#: C:\2021\ENGINEERING\TREE PROTECTION\DWG\_LAYOUT  
 7:38:59 AM 4/23/21  
 Power: P:\042201 12:43:58 PM By: Megan Lanning

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

Table with columns: TAG #, TREE DIAMETER (INCHES), SPECIES, TREE PROTECTION TREATMENT (Y/N), REMOVED DIAMETER (INCHES), PRESERVED DIAMETER (INCHES), DEAD/HEALTH DESCRIPTION, MITIGATION REQUIRED, MITIGATION EXEMPTION REASON (PAD, EASEMENT, ROW, SPECIES, HEALTH, DRIVEWAY), INCHES TO BE MITIGATED.

Table with columns: TAG #, TREE DIAMETER (INCHES), SPECIES, TREE PROTECTION TREATMENT (Y/N), REMOVED DIAMETER (INCHES), PRESERVED DIAMETER (INCHES), DEAD/HEALTH DESCRIPTION, MITIGATION REQUIRED, MITIGATION EXEMPTION REASON (PAD, EASEMENT, ROW, SPECIES, HEALTH, DRIVEWAY), INCHES TO BE MITIGATED.

Table with columns: TAG #, TREE DIAMETER (INCHES), SPECIES, TREE PROTECTION TREATMENT (Y/N), REMOVED DIAMETER (INCHES), PRESERVED DIAMETER (INCHES), DEAD/HEALTH DESCRIPTION, MITIGATION REQUIRED, MITIGATION EXEMPTION REASON (PAD, EASEMENT, ROW, SPECIES, HEALTH, DRIVEWAY), INCHES TO BE MITIGATED.

REVISIONS table with columns: NO., DESCRIPTION, DATE. Includes a TOTALS table with rows for INCHES TO BE REMOVED, INCHES TO BE PRESERVED, and INCHES TO BE MITIGATED. Includes a disclaimer: \* PRESERVATION TO BE ATTEMPTED. IF REMOVAL IS NECESSARY IN CONSTRUCTION, MITIGATION WILL BE REQUIRED UNLESS EXEMPT DUE TO LOCATION OR HEALTH. \*\* THIS SITE IS HEAVILY WOODED AND QUALIFIES FOR A 50% REDUCTION IN MITIGATION.

Filepath: C:\020\GEN\ENERG\CO\TREE PROTECTION.DWG - Layout - LAYOUT1 (2). DWG  
7/28/2015 10:45:11 AM  
Author: HKS  
Plotter: HP DesignJet 2525 G3

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM, THEY WILL BE SIGNED, SEALED, AND DATED BY:  
SCOTT SCHERER, P.E.  
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Fort Worth, Texas 76102  
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HarrisKocherSmith.com  
TBPE Firm No. F-15501

TOWER RIDGE SINGLE FAMILY

TREE PROTECTION PLAN

DESIGNED: DRS  
CHECKED: SRS  
DRAWN: DFW  
PROJECT #: 200102  
ISSUE DATE: 04/23/2021  
SHEET 6 OF 22



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

TAG #	TREE DIAMETER (INCHES)	SPECIES	TREE PROTECTION TREATMENT (TPT) (YES/NO)	REMOVED DIAMETER (INCHES)	PRESERVED DIAMETER (INCHES)	DEAD/HEALTH DESCRIPTION	MITIGATION REQUIRED	MITIGATION EXEMPTION REASON (PAD, EASEMENT, ROW, SPECIES, HEALTH, DRIVEWAY)	INCHES TO BE MITIGATED
507	7	CEDAR ELM	NO	7			NO	PAD	
508	10	CEDAR ELM	NO	10			NO	PAD	
509	8	BLACKJACK OAK	NO	8		LEANING	NO	PAD	
510	8	CEDAR ELM	NO	8			NO	PAD	
511	8	CEDAR ELM	NO	8			NO	PAD	
512	7	CEDAR ELM	NO	7			NO	ROW	
513	6	BLACKJACK OAK	NO	6			NO	ROW	
514	6	BLACKJACK OAK	NO	6			NO	ROW	
515	12	BLACKJACK OAK	NO	12			NO	ROW	
516	12	BLACKJACK OAK	NO	12			NO	ROW	
517	8	BLACKJACK OAK	NO	8			NO	ROW	
518	14	BLACKJACK OAK	NO	14			NO	ROW	
519	10	BLACKJACK OAK	NO	10			NO	ROW	
520	10	BLACKJACK OAK	NO	10			NO	ROW	
521	10	BLACKJACK OAK	NO	10			NO	ROW	
522	10	BLACKJACK OAK	NO	10			NO	ROW	
523	8	AMERICAN ELM	NO	8			NO	ROW	
524	10	BLACKJACK OAK	NO	10			NO	ROW	
525	6	CEDAR ELM	NO	6			NO	ROW	
526	6	BLACKJACK OAK	NO	6			NO	ROW	
527	8	BLACKJACK OAK	NO	8			NO	ROW	
528	10	BLACKJACK OAK	NO	10			NO	ROW	
529	8	BLACKJACK OAK	NO	8		IN DECLINE	NO	ROW	
530	8	BLACKJACK OAK	NO	8			NO	ROW	
531	6	BLACKJACK OAK	NO	6			NO	ROW	
532	8	BLACKJACK OAK	NO	8			NO	ROW	
533	8	BLACKJACK OAK	NO	8			NO	ROW	
534	8	BLACKJACK OAK	NO	8			NO	ROW	
536	10	CEDAR ELM	NO	10			NO	ROW	
537	11	BLACKJACK OAK	NO	11			NO	ROW	
538	6	BLACKJACK OAK	NO	6			NO	ROW	
539	12	BLACKJACK OAK	NO	12			NO	EASEMENT	
540	6	CEDAR ELM	NO	6			NO	EASEMENT	
541	10	BLACKJACK OAK	NO	10			NO	PAD	
542	8	BLACKJACK OAK	NO	8			NO	PAD	
543	6	BLACKJACK OAK	NO	6		POOR/LEANING	NO	HEALTH	
544	6	CEDAR ELM	NO	6			NO	EASEMENT	
545	6	AMERICAN ELM	NO	6			NO	ROW	
546	8	CEDAR ELM	NO	8			NO	EASEMENT	
547	7	CEDAR ELM	NO	7			YES		7
548	8	BLACKJACK OAK	NO	8			YES		8
549	6	CEDAR ELM	NO	6			NO	PAD	
550	8	CEDAR ELM	NO	8			NO	PAD	
551	8	CEDAR ELM	NO	8			NO	PAD	
552	8	CEDAR ELM	NO	8			NO	PAD	
553	8	BLACKJACK OAK	NO	8			NO	PAD	
554	12	HACKBERRY	NO	12			NO	PAD	
555	8	BLACKJACK OAK	YES		8				
556	8	BLACKJACK OAK	YES		8				
557	8	BLACKJACK OAK	NO	8			YES		8
558	14	BLACKJACK OAK	YES		14				
559	6	BLACKJACK OAK	YES		6				
560	13	BLACKJACK OAK	YES		13				
561	7	BLACKJACK OAK	YES		7				
562	9	BLACKJACK OAK	YES		9				
563	10	BLACKJACK OAK	YES		10				
564	10	BLACKJACK OAK	NO	10			YES		10
565	10	BLACKJACK OAK	YES		10				
566	6	CEDAR ELM	YES		6				
567	12	BLACKJACK OAK	YES		12*		NO	ROW	
568	13	BLACKJACK OAK	YES		13				
569	16	BLACKJACK OAK	YES		16				
570	7	BLACKJACK OAK	YES		7				
571	6	CEDAR ELM	YES		6				
572	11	BLACKJACK OAK	YES		11				
573	10	BLACKJACK OAK	NO	10			NO	ROW	
574	15	BLACKJACK OAK	NO	15			NO	ROW	
575	27	BLACKJACK OAK	NO	27			NO	ROW	
576	15	BLACKJACK OAK	NO	15			NO	ROW	
577	7	BLACKJACK OAK	YES		7				
578	6	BLACKJACK OAK	NO	6			NO	ROW	
579	10	BLACKJACK OAK	NO	10			NO	ROW	
580	7	CEDAR ELM	YES		7				
581	10	BLACKJACK OAK	YES		10				
582	10	BLACKJACK OAK	YES		10				
583	12	BLACKJACK OAK	YES		12				
584	11	BLACKJACK OAK	YES		11				
585	9	BLACKJACK OAK	YES		9				
586	9	BLACKJACK OAK	YES		9				
587	14	BLACKJACK OAK	YES		14				
588	7	BLACKJACK OAK	NO	7			NO	EASEMENT	
588	16	BLACKJACK OAK	YES		16				
589	10	BLACKJACK OAK	NO	10			NO	ROW	
589	12	CEDAR ELM	YES		12				
590	6	BLACKJACK OAK	NO	6			NO	ROW	
590	16	BLACKJACK OAK	YES		16				
591	6	CEDAR ELM	YES		6				
591	9	CEDAR ELM	YES		9				
592	15	CEDAR ELM	YES		15				
592	8	CEDAR ELM	YES		8				
593	18	BLACKJACK OAK	YES		18				
594	7	CEDAR ELM	YES		7				
595	45	BLACKJACK OAK	YES		45				
596	7	BLACKJACK OAK	NO	7		LEANING	NO	HEALTH	
597	15	BLACKJACK OAK	NO	15		IN DECLINE	NO	HEALTH	
598	10	CEDAR ELM	NO	10			NO	PAD	
599	10	BLACKJACK OAK	NO	10			NO	PAD	
600	10	BLACKJACK OAK	NO	10			NO	PAD	
642	12	BLACKJACK OAK	YES		12				
643	10	BLACKJACK OAK	YES		10				
644	10	BLACKJACK OAK	YES		10				
645	12	CEDAR ELM	YES		12				
646	10	CEDAR ELM	YES		10				
648	6	CEDAR ELM	YES		6				
649	14	CEDAR ELM	YES		14				
650	12	BLACKJACK OAK	YES		12				
651	12	BLACKJACK OAK	YES		12				
652	12	CEDAR ELM	YES		12				
653	12	BLACKJACK OAK	YES		12				
654	8	CEDAR ELM	YES		8				
655	8	BLACKJACK OAK	YES		8		LEANING		
656	11	BLACKJACK OAK	YES		11				
657	8	CEDAR ELM	YES		8				
658	13	BLACKJACK OAK	YES		13				
659	10	BLACKJACK OAK	YES		10				
660	6	BLACKJACK OAK	YES		6				
661	12	CEDAR ELM	YES		12				
662	10	BLACKJACK OAK	YES		10				
663	12	BLACKJACK OAK	YES		12				
664	6	CEDAR ELM	YES		6				
665	12	BLACKJACK OAK	YES		12				
668	10	CEDAR ELM	NO	10			NO	PAD	
666	11	CEDAR ELM	YES		11				
667	10	BLACKJACK OAK	YES		10*				
669	8	CEDAR ELM	NO	8			NO	PAD	
670	18	BLACKJACK OAK	NO	18			NO	PAD	
671	16	CEDAR ELM	YES		16				
672	12	CEDAR ELM	YES		12				
673	14	BLACKJACK OAK	YES		14				
674	6	BLACKJACK OAK	YES		6*				
675	12	BLACKJACK OAK	YES		12				
676	10	BLACKJACK OAK	NO	10		LEANING	NO	HEALTH	
677	13	BLACKJACK OAK	NO	13			NO	DRIVEWAY	
678	8	BLACKJACK OAK	NO	8		POOR/INSECT DAMAGE	NO	HEALTH	
680	12	BLACKJACK OAK	YES		12*				
681	12	BLACKJACK OAK	NO	12			NO	PAD	
682	12	CEDAR ELM	NO	12			NO	PAD	
683	14	CEDAR ELM	YES		14				
684	8	CEDAR ELM	YES		8				
685	12	BLACKJACK OAK	NO	12			NO	PAD	

TAG #	TREE DIAMETER (INCHES)	SPECIES	TREE PROTECTION TREATMENT (TPT) (YES/NO)	REMOVED DIAMETER (INCHES)	PRESERVED DIAMETER (INCHES)	DEAD/HEALTH DESCRIPTION	MITIGATION REQUIRED	MITIGATION EXEMPTION REASON (PAD, EASEMENT, ROW, SPECIES, HEALTH, DRIVEWAY)	INCHES TO BE MITIGATED
686	10	CEDAR ELM	NO	10			NO	PAD	
687	18	BLACKJACK OAK	NO	18			NO	PAD	
689	6	CEDAR ELM	YES		6				
693	7	CEDAR ELM	NO	7			NO	PAD	
694	14	CEDAR ELM	NO	14		LEANING	NO	HEALTH	
695	12	BLACKJACK OAK	NO	12			NO	PAD	
696	12	BLACKJACK OAK	NO	12			NO	PAD	
697	7	BLACKJACK OAK	NO	7			NO	PAD	
698	16	BLACKJACK OAK	NO	16			NO	PAD	
699	12	BLACKJACK OAK	NO	12			NO	PAD	
700	8	BLACKJACK OAK	NO	8			YES		8
701	8	BLACKJACK OAK	NO	8			YES		8
702	12	CEDAR ELM	NO	12			NO	DRIVEWAY	
703	16	BLACKJACK OAK	NO	16			NO	EASEMENT	
704	10	BLACKJACK OAK	NO	10			NO	EASEMENT	
705	8	BLACKJACK OAK	YES		8*				
706	13	BLACKJACK OAK	YES		13*				
707	6	CEDAR ELM	NO	6			NO	PAD	
708	10	AMERICAN ELM	NO	10			NO	PAD	
709	7	CEDAR ELM	NO	7		LEANING	NO	HEALTH	
710	11	CEDAR ELM	NO	11			NO	PAD	
711	6	CEDAR ELM	NO	6			NO	PAD	
712	10	CEDAR ELM	NO	10			NO	PAD	
713	8	ASH	NO	8			NO	ROW	
714	12	BLACKJACK OAK	NO	12			NO	ROW	
715	10	BLACKJACK OAK	YES		10*				
716	7	ASH	NO	7		LEANING	NO	ROW	
717	7	BLACKJACK OAK	NO	7			NO	ROW	
718	15	BLACKJACK OAK	NO	15			NO	ROW	
719	10	CEDAR ELM	NO	10			NO	ROW	
720	10	CEDAR ELM	NO	10		LEANING	NO	ROW	
721	8	BLACKJACK OAK	NO	8			NO	ROW	
721	12	BLACKJACK OAK	NO	12		DIE BACK/ LEANING/ DECLINE	NO	ROW	
722	8	BLACKJACK OAK	NO	8		DIEBACK/ LEANING/ DECLINE	NO	ROW	
723	12	BLACKJACK OAK	NO	12		HALF POOR CONDITION	NO	ROW	
724	22	BLACKJACK OAK	NO	22		DIE BACK	NO	HEALTH	
725	13	CEDAR ELM	YES		13				
727	11	CEDAR ELM	ROW		11				
728	8	CEDAR ELM	YES		8				
729	6	CEDAR ELM	YES		6				
730	15	BLACKJACK OAK	YES		15				
731	14	BLACKJACK OAK	YES		14				
732	12	BLACKJACK OAK	YES		12*				
733	15	CEDAR ELM	NO	15			NO		

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



<b>Meeting Date:</b>	6/3/2021	<b>Title:</b>	Resolution   Short-Term Motor Vehicle Rental Tax
<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 take appropriate action on Resolution No. 21-06-03-19, a resolution of the City of Corinth, Texas establishing a short-term motor vehicle venue project.

**Item Summary/Background/Prior Action**

Chapter 334 of the Texas Local Government Code authorizes a municipality to designate various community-related capital improvements and related infrastructure as a “venue” and to designate a method of financing the planning, acquisition, establishment, development, and construction of the venue subject to: (1) a determination by the Texas Comptroller (“Comptroller”), that approval and implementation of the venue project will not have a significant negative fiscal impact on state revenue; and (2) approval by a majority of the qualified voters of the City of Corinth, Texas, voting at an election on the matter. A letter was sent to the City on February 8, 2021, the Comptroller certified that implementation of the venue project, and imposition of a short term motor vehicle rental tax to fund the project, will not have a significant negative impact on state revenue. On May 1, 2021, a special election was held within the City and a majority of the qualified voters approved a ballot proposition on the question of providing for the venue project and adopting a new short-term motor vehicle rental tax, at a rate of five percent (5%), to fund the venue project.

**Applicable Owner/Stakeholder Policy**

Strategic Plan  
Ordinance No. 21-02-11-02  
Resolution No. 21-02-04-10

**Staff Recommendation/Motion**

Staff recommends approval as presented.

**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 21-06-03-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, (“CITY”), ESTABLISHING A SHORT TERM MOTOR VEHICLE RENTAL TAX VENUE PROJECT FUND, (“VENUE PROJECT FUND”), PURSUANT TO CHAPTER 334 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas, (the "City") is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, Chapter 334 of the Texas Local Government Code, as amended, (the “Act”), authorizes a municipality to designate various community-related capital improvements and related infrastructure as a “venue” and to designate a method of financing the planning, acquisition, establishment, development, and construction of the venue subject to: (1) a determination by the Texas Comptroller (“Comptroller”), that approval and implementation of the venue project will not have a significant negative fiscal impact on state revenue; and (2) approval by a majority of the qualified voters of the City of Corinth, Texas, voting at an election on the matter; and

**WHEREAS**, by letter sent to the City on February 8, 2021, the Comptroller certified that implementation of the venue project, and imposition of a short term motor vehicle rental tax to fund the project, will not have a significant negative impact on state revenue; and

**WHEREAS**, on May 1, 2021, a special election was held within the City and a majority of the qualified voters approved a ballot proposition on the question of providing for the venue project and adopting a new short-term motor vehicle rental tax, at a rate of five percent (5%), to fund the venue project; and

**WHEREAS**, the City Council now wishes to establish and create the Venue Project Fund as provided herein.

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

**Section 1. Incorporation of Premises.** The above premises are true and correct and are hereby incorporated into the body of this Resolution as if fully set forth herein.

**Section 2. Venue Project Fund.** Pursuant to Section 334.042 of the Texas Local Government Code, the City Council hereby creates and establishes a Venue Project Fund and shall deposit into the Fund all proceeds from the short term motor vehicle rental tax and any other money as required by law to be deposited into the Fund. Separate accounts within the Fund shall be established for

separate revenue sources. The Council or designee may perform all actions necessary to create the Fund.

Money within the Fund may only be used to: (1) reimburse or pay the costs of planning, acquiring, establishing, developing, constructing, or renovating one or more approved venue projects in the municipality or county; (2) pay the principal of, interest on, and other costs relating to bonds or other obligations issued by the municipality or county or to refund bonds, notes, or other obligations; or (3) pay the costs of operating or maintaining one or more approved venue projects.

**Section 3. Cumulative Repealer Clause.** This Resolution shall be cumulative of all provisions of Resolutions of the City of Corinth, Texas, except where the provisions of this Resolution are in direct conflict with the provisions of such Resolutions, in which event the conflicting provisions of such Resolutions are hereby repealed.

**Section 4. Severability.** If any section, article, paragraph, sentence, clause, phrase or word in this Resolution or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution, and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 5. Effective Date.** This Resolution shall be effective upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ON THE 3<sup>rd</sup> DAY OF JUNE, 2021.**

**CITY OF CORINTH:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

<b>Meeting Date:</b>	5/20/2021	<b>Title:</b>	Short-Term Motor Vehicle Rental Tax Ordinance
<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 checked="" type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input checked="" type="checkbox"/> High-Quality Retail <input checked="" type="checkbox"/> High-Quality Restaurants <input checked="" 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 Ordinance No. 21-06-03-17 imposing a five (5) percent tax on the rental of motor vehicles in the City for thirty (30) days or less for the purposes of financing the Commons at Agora in accordance with the provisions of Chapter 334 of the Texas Local Government Code, as amended.

**Item Summary/Background/Prior Action**

Chapter 334 of the Texas Local Government Code, Sports and Community Venues, as amended, permits municipalities and counties to impose a tax of up to five (5) percent on motor vehicle rentals of thirty (30) days or less to finance sports and community venues. Pursuant to these provisions, the City Council passed Resolution No. 21-02-04-10 on February 4, 2021 providing for a sports and community venue project --- the Commons at Agora --- a signature gathering space for community concerts, festivals and other events. Also pursuant to those provisions, the City Council adopted Ordinance No. 21-02-11-02 on February 11, 2021 ordering that an election be held on May 1, 2021 for the purpose of submitting to eligible voters of Corinth a ballot proposition regarding the question of approving and implementing Resolution No. 21-02-04-10 to adopt a new tax of five (5) percent on motor vehicle rentals of thirty (30) days or less in Corinth to finance the Commons at Agora. The ballot measure was approved with approximately sixty-eight (68) percent of the vote.

Prior to the imposition of such taxes on short-term motor vehicle rentals in Corinth, the City must establish an ordinance, that among other things, provides for an effective date and ending date of the tax; notice of the tax; collection of the tax; and deposit of the tax revenue. The ordinance, as attached, was drafted pursuant to State law and contains all provisions as required by State law.

**Financial Impact**

The revenues generated from the imposition of the tax will accrue within a specified fund as required by State law.

**Applicable Owner/Stakeholder Policy**

Strategic Plan.  
 Ordinance No. 21-02-11-02.  
 Resolution No. 21-02-04-10.

**Staff Recommendation/Motion**

Staff recommends that the City Council approve the Ordinance as presented.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 21-06-03-17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING TITLE XI, “BUSINESS REGULATIONS”, OF THE CITY’S CODE OF ORDINANCES TO ADD A NEW CHAPTER, CHAPTER 119 TO BE ENTITLED, “SHORT-TERM MOTOR VEHICLE RENTAL TAX”, TO REFLECT THE ADOPTION OF A SHORT TERM MOTOR VEHICLE RENTAL TAX WITHIN THE CITY TO FUND AN APPROVED VENUE PROJECT, AS APPROVED BY THE VOTERS IN THE MAY 2021 SPECIAL ELECTION; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas, (the “City”), is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, Chapter 334 of the Texas Local Government Code, as amended, (the “Act”), authorizes a municipality to designate various community-related capital improvements and related infrastructure as a “venue” and to designate a method of financing the planning, acquisition, establishment, development, and construction of the venue subject to: (1) a determination by the Texas Comptroller (“Comptroller”), that approval and implementation of the venue project will not have a significant negative fiscal impact on state revenue; and (2) approval by a majority of the qualified voters of the City of Corinth, Texas, voting at an election on the matter; and

**WHEREAS**, by letter sent to the City on February 8, 2021, the Comptroller certified that implementation of the venue project, and imposition of a short term motor vehicle rental tax to fund the project, will not have a significant negative impact on state revenue; and

**WHEREAS**, on May 1, 2021, a special election was held within the City and a majority of the qualified voters approved a ballot proposition on the question of providing for the venue project and adopting a new short-term motor vehicle rental tax, at a rate of five percent (5%), to fund the venue project.

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

**SECTION 1**  
**INCORPORATION OF PREMISES**

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

**SECTION 2**  
**AMENDMENT**

That Article XI, “Business Regulations”, of the City’s Code of Ordinances is hereby amended by adopting a new chapter, Chapter 119, “Short-Term Motor Vehicle Rental Tax”, to be read in its entirety as follows:

**CHAPTER 119: - SHORT-TERM MOTOR VEHICLE RENTAL TAX**

**§ 119.01 – DEFINITIONS.**

(A) As used in this chapter:

(1) “Gross rental receipts” means the value received or promised as consideration to the owner of a motor vehicle for rental of the vehicle, but does not include:

- a. separately stated charges for insurance;
- b. charges for damages to the motor vehicle occurring during the rental agreement period;
- c. separately stated charges for motor fuel sold by the owner of the motor vehicle; or
- d. discounts.

(2) “Motor vehicle” means a self-propelled vehicle designed principally to transport persons or property on a public roadway and includes a passenger car, van, station wagon, sports utility vehicle, and truck. The term does not include a:

- a. trailer, semitrailer, house trailer, truck having a manufacturer's rating of more than one-half ton, or road-building machine;
- b. device moved only by human power;
- c. device used exclusively on stationary rails or tracks;
- d. farm machine; or
- e. mobile office.

(3) “Motor vehicle tax venue project fund” means the account established by the city by resolution for the deposit of the tax revenue collected under this chapter.

(4) “Owner of a motor vehicle” means:

- a. a person named in the certificate of title as the owner of the vehicle; or
- b. a person who has the exclusive use of a motor vehicle by reason of a rental and holds the vehicle for re-rental.

- (5) “Place of business of the owner” means an established outlet, office, or location operated by the owner of a motor vehicle or the owner's agent or employee for the purpose of renting motor vehicles and includes any location at which three or more rentals are made during a year.
- (6) “Rental” means an agreement by the owner of a motor vehicle to authorize for not longer than 30 days the exclusive use of that vehicle to another for consideration.

(B) Except as provided by subsection (A), the words used in this chapter and defined by Chapter 152 of the Texas Tax Code, as amended, have the meanings assigned by Chapter 152 of the Texas Tax Code, as amended.

**§ 119.02 – TAX IMPOSED.**

There is hereby levied and imposed a tax at the rate of five percent (5%) on the gross rental receipts from the rental of a motor vehicle , except that the same exceptions provided for in subchapter E of chapter 152 of the Texas Tax Code, as amended, shall apply to the tax imposed by this chapter. The tax imposed under this chapter must be collected on every rental occurring on or after July 1, 2021.

**§ 119.03 – COLLECTION OF TAX.**

- (A) The owner of a motor vehicle subject to the tax imposed under this chapter shall collect the tax for the benefit of the city. As provided in Chapter 334 of the Local Government Code, the owner shall add the short-term motor vehicle rental tax imposed by this chapter to the rental charge.
- (B) The amount of the total tax is computed by multiplying the five percent tax rate by the amount of the rental charge. If the product results in a fraction of a cent less than one-half of one cent, the fraction of a cent is not collected, if the fraction of a cent is one-half of one cent or more, the fraction shall be collected as one cent.
- (C) All gross rental receipts of an owner of a motor vehicle from the rental of the motor vehicle are presumed to be subject to the tax imposed by this chapter, except for gross receipts for which the owner has accepted in good faith a properly completed exemption certificate pursuant to section 119.06 of this chapter.
- (D) The city attorney may bring suit against a person who fails to collect a tax under this chapter and to pay it over to the city or its designee as required by this chapter.

**§ 119.04 – REPORTS AND REMITTANCES.**

- (A) On the fifteenth day of the month following each month in which a tax is required to be collected under this chapter, every owner of a motor vehicle required by this



chapter to collect the tax shall pay the tax due on all rentals in the preceding month to the city manager or designee.

- (B) Every owner of a motor vehicle collecting a tax under this chapter may deduct a one percent collection fee from the gross amount of tax collected on all rentals in the preceding month if the tax is paid to and received by the city manager no later than the fifteenth day of the month following the month in which the taxes are required to be collected. If the fifteenth day falls on a weekend or holiday, the city manager or designee must receive the tax by the next business day. If the tax is paid by mail, the date of receipt by the city manager or designee is the date postmarked by the United States Postal Service.

**§ 119.05 – CONSUMMATION OF RENTAL.**

A rental of a motor vehicle occurs where transfer of possession of the motor vehicle occurs.

**§ 119.06 – EXEMPTIONS APPLICABLE.**

The exemptions provided by subchapter E, Chapter 152, Tax Code, apply to the tax authorized by this chapter.

**§ 119.07 – RECORDS.**

- (A) The owner of a motor vehicle used for rental purposes shall keep for four (4) years records and supporting documents containing the following information on the amount of:

- (1) gross rental receipts received from the rental of the motor vehicle; and
- (2) the tax imposed under this subchapter and paid to the municipality or county on each motor vehicle used for rental purposes by the owner.

- (B) Mileage records are not required.

**§ 119.08 – FAILURE TO KEEP RECORDS.**

An owner of a motor vehicle commits an offense if the owner fails to make and retain complete records for the four-year period required by section 119.06.

An offense under this section is a misdemeanor punishable by a fine of not less than \$25.00 or more than \$500.00.

**§ 119.09 – PENALTIES/INTEREST FOR LATE FILING.**

Any owner of a motor vehicle required to collect the tax imposed by this chapter who fails to file a report as required by this chapter or who fails to pay a tax imposed by this chapter when due

forfeits five percent (5%) of the amount due as a penalty, and if such person fails to file the report or pay the tax within thirty (30) days after the day on which the tax or report is due, the person forfeits an additional five percent (5%).

A delinquent tax draws interest at the rate of twelve percent (12%) per annum beginning sixty (60) days from the due date.

**§ 119.10 – SHORT TERM MOTOR VEHICLE RENTAL TAX VENUE PROJECT FUND.**

The City shall establish a fund known as the venue project fund. The city manager or designee shall deposit into this venue project fund:

- (A) the proceeds of the short-term motor vehicle rental tax paid to the city; and
- (B) any other money required by law to be deposited into the fund.

**§ 119.11 – USE OF PROCEEDS.**

The revenue derived from the tax imposed under this chapter shall be deposited in the short motor vehicle rental venue project fund. Money in the venue project fund may be used only for the purposes specified in, and in accordance with, chapter 334 of the Texas Local Government Code, as amended.

**§ 119.12 – RULES AND REGULATIONS.**

The city manager or designee is authorized to make any rules and regulations necessary to effectively collect the tax. The city manager or designee shall, upon giving reasonable notice, have access to all books and records necessary to enable the city manager or designee to determine the correctness of any report filed as required by this chapter and the amount of taxes due under this chapter.

**§ 119.13 – PENALTIES.**

- (A) An owner of a motor vehicle commits an offense if that person:
  - (1) Fails to collect the tax imposed by this chapter;
  - (2) Fails to file a report as required by this chapter;
  - (3) Fails to pay the tax when payment is due; or
  - (4) Files a false report.
- (B) An offense under this section is a misdemeanor punishable by a fine of not less than \$25.00 or more than \$500.00.

**SECTION 3**  
**CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

**SECTION 4**  
**SEVERABILITY**

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION 5**  
**SAVINGS/CONFLICT**

In the event of a conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect.

**SECTION 6**  
**PENALTY**

Any person, firm or corporation who violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 7**  
**PUBLICATION/EFFECTIVE DATE**

This Ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this Ordinance as required by the City Charter and state law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
CORINTH, TEXAS on this the 3<sup>rd</sup> day of June 2021.**

**APPROVED:**

\_\_\_\_\_  
Bill Heidemann, Mayor  
City of Corinth, Texas

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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