

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION
Thursday, September 01, 2022 at 5:45 PM
City Hall | 3300 Corinth Parkway

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

View live stream: www.cityofcorinth.com/remotesession

- A. NOTICE IS HEREBY GIVEN** of a Workshop and Regular Session of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
 - [1.](#) Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2023 Annual Program of Services and Capital Improvement Program.
 - [2.](#) Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.
- D. ADJOURN WORKSHOP**
- E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**
- F. PROCLAMATIONS AND PRESENTATIONS**
 - [1.](#) Proclamation supporting Suicide Prevention Awareness Month.
 - [2.](#) Live United Month, September 2022 – United Way of Denton County.
- G. CITIZENS COMMENTS**

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

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

 - [3.](#) Consider and act on minutes from the August 18, 2022, City Council Meeting.
 - [4.](#) Consider and act on the purchase of a remote operated slope mower from Green Climber of North America, Inc., in an amount not to exceed \$56,280, and authorize the City Manager to execute the necessary documents.
- I. BUSINESS AGENDA**
 - [5.](#) Consider and act on an Ordinance of the City Council of the City of Corinth, Texas adopting the amendments to the City of Corinth home rule charter in accordance with the adoption of propositions no. A and B at the special election held May 7, 2022; providing for the incorporation of premises; adopting

the charter, as amended; providing for mayoral certification; providing for a cumulative repealer clause; providing for savings, severability and an effective date.

6. Consider and act on a Resolution of the City Council of the City of Corinth, Texas adopting a policy for the selection of a member of the City Council to serve as Mayor Pro Tem, In accordance with the City of Corinth Home Rule Charter, Section 3.01(F), providing for the incorporation of premises; adopting a policy for the selection of Mayor Pro Tem; and providing an effective date.
7. Consider and act on a contract for underground utility line locating with USIC, in an amount not to exceed \$70,000 annually, and authorize the City Manager to execute the necessary documents.
8. Consider and act on the outstanding debt of \$9,008.75 to Melissa Mendoza an authorize the Director of Finance to write off the debt as uncollectible.

J. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

K. CLOSED SESSION**

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

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

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.
- b. Council Roles and Responsibilities.
- c. Drainage Fee
- d. Classification of positions and organization of departments under City Manager.
- e. Employee complaint and investigation.

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

- a. City Manager.
- b. Receive recommendations of Interim City Manager regarding classification of staff positions and departmental structure.

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

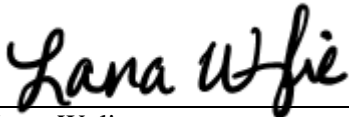
a. Project Agora.

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

M. ADJOURN

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

Posted on this 29th day of August 2022, at 11:00 A.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	9/1/2022	Title:	Budget Overview Workshop
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2023 Annual Program of Services and Capital Improvement Program.

Item Summary/Background/Prior Action

In compliance with the Charter requirement, the Fiscal Year 2023 budget was submitted to the Council by Friday, July 31, 2022 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2023 annual budget and to provide staff direction.

The City's budget development procedures are in conformance with State Law outlined in the Truth in Taxation process.

Applicable Owner/Stakeholder Policy

The City Charter, Section 9.02, requires that the City Manager be responsible for submitting an annual budget not later than sixty (60) days prior to the first day of the new fiscal year.

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	9/1/2022	Title:	Proclamation Suicide Prevention Awareness Month
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Proclamation supporting Suicide Prevention Awareness Month.

Item Summary/Background/Prior Action

Due to the prevalence of suicide, it is appropriate that a month should be set apart each year for the direction of our thoughts toward suicide prevention education and the support of treatment and recovery. There is an average of 130 suicide deaths per day in the US, 10% of US adults experience suicidal thoughts, and nearly 1 in 5 Texas high school students reported seriously thinking about suicide. Suicide is the 3rd leading cause of death for ages 10-19, the 2nd leading cause of death for ages 20-34 and the 4th leading cause of death for ages 35-44 and 1/3 of all suicide deaths were ages 55 and older.

Each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the weight of suicide concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts



PROCLAMATION

Suicide Prevention Awareness Month in the City of Corinth 2022

- WHEREAS,** *addressing the prevention of suicide needs of children, youth, and adults today is fundamental to the future of the City of Corinth; and*
- WHEREAS,** *the citizens of the City of Corinth value their overall health and life and that of their families and fellow citizens and are proud to support observances such as Suicide Prevention Awareness Month; and*
- WHEREAS,** *suicide is the 3rd leading cause of death for ages 10-19, the 2nd leading cause of death for ages 20-34 and the 4th leading cause of death for ages 35-44 and 1/3 of all suicide deaths were ages 55 and older; and*
- WHEREAS,** *there is an average of 130 suicide deaths per day in the US; and*
- WHEREAS,** *10% of adults experience suicidal thoughts in the US; and*
- WHEREAS,** *nearly 1 in 5 Texas high school students reported seriously thinking about suicide and 15% making a plan and 10% making an attempt; and*
- WHEREAS,** *the need for comprehensive, coordinated mental health and suicide prevention services for individuals and families places upon our community is a critical responsibility; and*
- WHEREAS,** *there is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and*
- WHEREAS,** *each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the weight of suicide concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and*
- WHEREAS,** *the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, Denton County Zero Suicide Task Force, and Denton County Suicide Prevention Coalition are effectively addressing the mental health and suicide prevention needs of children, youth, adults, and families in our community; and*
- WHEREAS,** *it is appropriate that a month should be set apart each year for the direction of our thoughts toward suicide prevention education and the support of treatment and recovery; and*

THEREFORE, BE IT RESOLVED that, I, Bill Heidemann, Mayor of the City of Corinth, do hereby proclaim September 2022 as *Suicide Prevention Awareness Month* and I call upon our citizens and all agencies and organizations interested in helping to prevent suicide to unite this month in the observance of such exercises as will commit the people of Corinth to increasing awareness and understanding of suicide, the steps our citizens can take to help prevent suicide, and the need for appropriate and accessible services for all people experiencing suicidal thoughts.

Signed this 1st day of September 2022.

Bill Heidemann, Mayor
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	9/1/2022	Title: Proclamation Live United Month
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Live United Month, September 2022 – United Way of Denton County.

Item Summary/Background/Prior Action

United Way of Denton County has supported families in need for more than 69 years and is committed to improving the lives of those facing adversity during challenging times.



PROCLAMATION

Live United Month – September 2022 United Way of Denton County

- WHEREAS,** *United Way of Denton County has been identifying Denton County’s needs and responding to them for over 69 years; and*
- WHEREAS,** *United Way of Denton County is unparalleled in the power to assemble partners, providers, and resources to address the needs of neighbors in crisis; and*
- WHEREAS,** *United Way of Denton County leads the effort to provide greater opportunity for every person in Denton County and works with a network of nonprofits, governments, and businesses across the County to respond to our community’s immediate needs and seek out better solutions for larger community-wide issues.*

THEREFORE, BE IT RESOLVED *that, I, Bill Heidemann, Mayor of the City of Corinth, hereby declare September 2022 LIVE UNITED Month and proudly join United Way of Denton County in calling on all residents of Corinth, to Give, Advocate, and Volunteer as we LIVE UNITED to build a Healthier Denton County for all of us.*

Signed this 1st day of September 2022.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH Staff Report

Meeting Date:	9/1/2022	Title: Minutes Approval of Meeting Minutes
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
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Item/Caption

Consider and act on minutes from the August 18, 2022, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, August 18, 2022 at 5:50 PM

City Hall | 3300 Corinth Parkway

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 18th day of August 2022, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Lee Ann Bunselmeyer, Interim City Manager
Lana Wylie, City Secretary
Patricia Adams, City Attorney
Jerry Garner, Police Chief
Chad Thiessen, Fire Chief
John Webb, Planning and Development Director
Glenn Barker, Public Works Director
Elise Back, Director of Economic Development
Guadalupe Ruiz, Human Resources Director
Chris Rodriguez, Interim Finance Director
George Marshall, City Engineer
Shea Rodgers, Chief Technology Officer
Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the meeting to order at 6:31 P.M.

WORKSHOP AGENDA

1. Receive a report, hold a discussion and provide staff direction on the election methods for the Mayor Pro Tem.
The item was presented and discussed.
2. Receive a report and hold a discussion on business retention within Corinth.
The item was presented and discussed.
3. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2023 Annual Program of Services and Capital Improvement Program.

The item was presented and discussed.

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

No items for the Regular Meeting were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 8:25 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 8:31 P.M.

CITIZENS COMMENTS

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

Mallory Anthony, 1800 Copper Leaf Dr., Corinth, addressed the City Council regarding the fencing ordinance.

Citizen Comments may be viewed via [Audio/Video: Video](#).

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 Council member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on minutes from the August 4, 2022, City Council Meeting.
2. Consider and act on an ordinance of the City Council of the City of Corinth, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., mid-tex division regarding the company’s 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas open meetings act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel.
3. Consider and act on the fiscal year 2022-2023 budget for the Fire Control, Prevention, and Emergency Management District.
4. Consider and act on the fiscal year 2022-2023 Proposed Budget for the City of Corinth Crime Control and Prevention District.
5. Consider and act on a contract with Gee Consultants, Inc., for materials testing for the Commons at Agora, in an amount not to exceed \$106,307, and authorizing the Interim City manager to execute the necessary documents.

6. Consider and act on a contract with Gee Consultants, Inc., for materials testing for the TOD Streets, in an amount not to exceed \$86,488, and authorizing the Interim City manager to execute the necessary documents.

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

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

BUSINESS AGENDA

7. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Lake Sharon Property Owners Association (POA).

Motion made by Council Member Garber to approve the Lake Sharon Property Owners Association Maintenance Agreement, with an effective date of October 1, 2022, and authorize the City Manager to execute the agreement. Seconded by Mayor Pro Tem Burke.

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

8. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Meadows Oak Homeowners Association (HOA).

Motion made by Mayor Pro Tem Burke to approve the Meadows Oak Homeowners Association Maintenance Agreement, with an effective date of October 1, 2022, and authorize the City Manager to execute the agreement. Seconded by Council Member Garber.

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

Voting Abstaining: Council Member Pickens

9. Consider and act on approval of a Right-of-Way and Subdivision Entrance(s) Maintenance Agreement between the City of Corinth and the Oakmont Property Owners Association (POA).

Motion made by Mayor Pro Tem Burke to approve the Oakmont Property Owners Association Maintenance Agreement, with an effective date of October 1, 2022, and authorize the City Manager to execute the agreement. Seconded by Council Member Henderson.

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

10. Consider and act on a resolution of the City Council of the City of Corinth, Texas adopting a proposed FY23 municipal tax rate that will not exceed the voter-approval tax rate; calling a public hearing to be held on September 15, 2022 at Corinth City Hall at 7:00 p.m.; requiring publication of a Notice of Public Hearing on Tax Increase in accordance with state law; providing for the incorporation of premises; and providing an effective date.

Motion made by Mayor Pro Tem Burke to approve a resolution placing a proposal on the September 22, 2022, Council Agenda to consider a FY 2023 property tax rate of \$.56000, per one hundred dollars (\$100) of valuation, which exceeds the no-new-revenue tax rate of \$0.51338 and the De Minimis Tax Rate of \$0.54583, but does not exceed the voter-approval tax rate of \$0.56010, and to set the public hearing on the proposal to consider approving the tax rate for Thursday, September 22 at 7:00 p.m. at Corinth City Hall at 3300 Corinth Parkway, Corinth, Texas 76208. Seconded by Council Member Garber.

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

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Council Member Burke thanked the Finance staff for the budget presentation.

Council Member Garber suggested that Technology Services staff should produce a video regarding the budget.

Council Member Henderson shared Enterprise Car Sales ribbon cutting date/time is September 29, 2022, at 4:00 P.M. and encouraged attendance.

Interim City Manager Bunselmeyer reminded the City Council of the Staff Development Day on August 25, 2022. City Hall will close at noon.

Mayor Heidemann thanked the Finance staff for their work on the budget and also thanked Elise Back, Economic Development Director for working with the business community regarding business retention.

Mayor Heidemann recessed the Regular Meeting and immediately convened into Closed Session at 8:45 P.M.

CLOSED SESSION**

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

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

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.
- b. Broadband.
- c. Animal Control.

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

- a. City Manager.

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

- a. Project Agora.

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

Mayor Heidemann recessed the Closed Session and immediately reconvened into the Regular Session Meeting at 9:08 P.M.

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 9:08 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the ____ day of _____ 2022.

Lana Wylie, City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH
Staff Report

Meeting Date:	9/1/2022	Title:	Purchase Green Climber Slope Mower (Remote Control)
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on the purchase of a remote operated slope mower from Green Climber of North America, Inc., in an amount not to exceed \$56,280, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The Drainage Division mows creeks and ditch lines on a regular basis using a riding mower. The slopes being mowed are steep hills and the riding mower is at risk of tipping over which can put the operator at risk. With a remote control slope mower are design to operate at a lower center of gravity, which allows areas to be maintained with reduced risk to personnel and equipment.

The Green Climber will also act as a brush clearing mower, which is something that Public Works currently rents when clearing is needed. As part of the Public Works Innovative Infrastructure Initiative this mower will save time, money and increase safety.

Financial Impact

This purchase will use the FY21-22 operation and maintenance budget.

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Staff recommends the approval of the purchase of the Remote Control Mower.



Green Climber F300 Pro
MAINTENANCE
ROADSIDE

Green Climber
STAGE V ready



PRACTICAL AND FAST



EASILY TRANSPORTABLE



IT CAN TACKLE STEEP SLOPES UP TO 60° IN ALL DIRECTIONS



Green Climber F300 Pro

MAINTENANCE

ROADSIDE

COMPACT

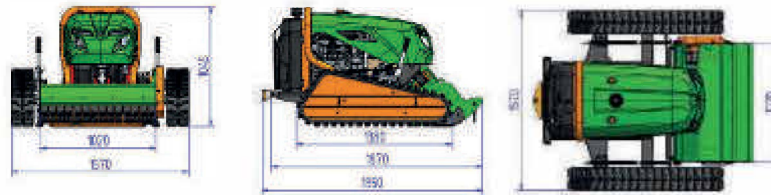
Green Climber is a machine designed to carry out green maintenance along roadsides, particularly on inconvenient or dangerous to reach terrain. Its light weight and versatility make Green Climber extremely useful.

TRACKED UNDERCARRIAGE

The patented anti-detracking system and its light weight allow the machine to operate on steep slopes up to 60° in all directions.

SAFETY

All machine movements can be carried out with the remote control which has a long range of action up to 150m.



MAXIMUM SAFETY FOR THE OPERATOR



HANDY FOR PUBLIC WORKS



REMOTE-CONTROLLED



TECHNICAL CHARACTERISTICS

Section H, Item 4.

DRY WEIGHT WITHOUT ACCESSORY	785 Kg
MAX WORKING GRADIENT	60° IN ALL DIRECTIONS
SIDE-SHIFTING	NO
SPEED	7 km/h
DIESEL ENGINE	YANMAR
CYLINDERS	N° 3
EPA TIER 4 FINAL - STAGE 5	YES
ENGINE POWER	17.8 KW @3000 RPM
ENGINE TORQUE	60 Nm @1800 RPM
COOLING SYSTEM	LIQUID
FUEL TANK CAPACITY	21 lt
REVERSIBLE RADIATOR FAN	YES
CUTTING WIDTH	100 cm

RELIABILITY WITH REDUCED MAINTENANCE COSTS

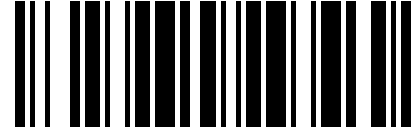
Statistics developed by the German road authorities that use the Green Climber machines state that the MDB machines guarantee **greater reliability** and an **operating cost 1/3 lower than our competitors (in comparison with machines in the same category)**.



Green Climber of North America, Inc.

Green Climber of North America, Inc.
 500 E. Cossitt Ave
 LaGrange, IL 60525
 Phone: (708) 354-2182
 Fax: 708-354-8203
 Email: zoe@greenclimberna.com

Order #	Date
S2299	06/23/2022



Bill To:
City of Corinth, ID# 112469 Adam Buice Drainage Crew Leader 1200 N. Corinth St. Corinth, Texas 76208 PH# 940-498-7501

Ship To:
City of Corinth, ID# 112469 Adam Buice Drainage Crew Leader 1200 N. Corinth St. Corinth, Texas 76208 PH# 940-498-7501

Customer: City of Corinth

Contact: City of Corinth, ID# 112469

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Zoe	Due On Completion	Origin	Will Call		06/22/2022

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	3180120017	The F300 PRO remote controlled tractor WITH tracks and FLAIL mower, FIXED 45.5" wide undercarriage, Yanmar 3TNV80F water Cooled 3 cylinder Diesel Engine 25hp & 69Nm. F300 PRO comes preassembled with flail.	USD55,400.00	1 ea	USD55,400.00
2	Shipping	Shipping & Handling	Shipping	USD880.00	1 ea	USD880.00

Subtotal:	USD56,280.00
Sales Tax:	USD0.00
Total:	USD56,280.00

Approval: _____ Date: _____



CITY OF CORINTH Staff Report

Meeting Date:	9/1/2022	Title: Resolution Charter Amendments
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on an Ordinance of the City Council of the City of Corinth, Texas adopting the amendments to the City of Corinth home rule charter in accordance with the adoption of propositions no. A and B at the special election held May 7, 2022; providing for the incorporation of premises; adopting the charter, as amended; providing for mayoral certification; providing for a cumulative repealer clause; providing for savings, severability and an effective date.

Item Summary/Background/Prior Action

On May 7, 2022, during a Special Election the qualified voters of the City of Corinth voted to approve two (2) proposed amendments to the Charter, identified on the ballot as Proposition A and Proposition B.

Proposition A provided for amendments to Sections 1.01, 3.01, 3.04, 7.04, and 7.05 of the Charter to transition from two (2) year to three (3) year terms of office for Mayor and Council, to provide the method for the filling of vacancies, requiring a majority vote for the Mayor and Council to be declared elected, and other matters related to the extension of terms of office to three (3) years each.

The term of office will be as follows.

- Mayor and Council Place 5. Beginning at the May, 2023 election and continuously thereafter, the term of office shall be for three (3) years each.
- Council Place 2. Beginning at the May, 2023 election, the term of office shall be for two (2) years, and continuously thereafter, the term of office for Council Place 2 shall be for three (3) years.
- Council Place 1 and Council Place 4. Beginning at the May, 2024 election, the term of office shall be for a term of three (3) years each, and continuously thereafter, the term of office shall be for three (3) years each.
- Council Place 3. Beginning at the May, 2024 election, the term of office for Council Place 3 shall be for a term of one (1) year, and continuously thereafter, the term of office for Council Place 3 shall be for three (3) years.

Proposition B provided an amendment to Section 3.01 of the Charter to provide for the appointment of a Mayor Pro Tem, the timing of such appointment, and requiring that the Mayor Pro Tem be appointed pursuant to a policy adopted by the City Council;

Staff Recommendation/Motion

Staff recommends approval of the Ordinance as presented.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS ADOPTING THE AMENDMENTS TO THE CITY OF CORINTH HOME RULE CHARTER IN ACCORDANCE WITH THE ADOPTION OF PROPOSITIONS NO. A AND B AT THE SPECIAL ELECTION HELD MAY 7, 2022; PROVIDING FOR THE INCORPORATION OF PREMISES; ADOPTING THE CHARTER, AS AMENDED; PROVIDING FOR MAYORAL CERTIFICATION; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on May 6, 1999, the Corinth Home Rule Charter was adopted by the citizens of Corinth and on May 7, 2016 was amended by the citizens of Corinth (the “Charter”); and

WHEREAS, Section 12.11 of the Charter authorizes amendments to be submitted to the voters of the City of Corinth (the “City”) at election every two years; and

WHEREAS, the City Council called a Special Election to be held on May 7, 2022, for a vote of the qualified voters to consider the approval or rejection of two (2) proposed amendments to the Charter, identified on the ballot as Proposition A and Proposition B on the ballot; and

WHEREAS, Proposition A provided for amendments to Sections 1.01, 3.01, 3.04, 7.04, and 7.05 of the Charter to transition from two (2) year to three (3) year terms of office for Mayor and Council, to provide the method for the filling of vacancies, requiring a majority vote for the Mayor and Council to be declared elected, and other matters related to the extension of terms of office to three (3) years each; and

WHEREAS, Proposition B provided an amendment to Section 3.01 of the Charter to provide for the appointment of a Mayor Pro Tem, the timing of such appointment, and requiring that the Mayor Pro Tem be appointed pursuant to a policy adopted by the City Council; and

WHEREAS, at the May 7, 2022 Special Election, Corinth’s qualified voters approved, by majority vote, Proposition A and Proposition B; and

WHEREAS, the City Council finds it to be in the public interest to declare the adoption of the amendments to the Charter and to adopt the amended Charter.

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

Section 1.
INCORPORATION OF PREMISES

The findings in the preamble set forth above are determined to be true and correct and are

hereby incorporated into the body of this ordinance as if fully set forth herein.

Section 2. **AMENDMENTS**

The City of Corinth Home Rule Charter (the “Corinth Charter”) shall be and the same is hereby amended as follows:

2.01 Section 1.01 “Form of Government” of Article I “Form of Government and Boundaries” of the Corinth Charter is hereby repealed in its entirety, and a new Section 1.01, “Form of Government” of Article I of the Corinth Charter is hereby adopted and shall be and read in its entirety as follows, and all other provisions of the Corinth Charter not expressly amended hereby shall remain in full force and effect:

SECTION 1.01 FORM OF GOVERNMENT

“Municipal government for the City of Corinth shall be a council–manager form of government. Except as otherwise provided by this Charter and the Constitution and laws of the State of Texas, all powers conferred on the City shall be exercised by a City Council to be composed of five (5) Councilmembers and a Mayor, elected at-large by the qualified voters of the entire city for terms of three (3) years, or until their successors have been elected and take office in accordance with State law and Article III of this Charter. Each Councilmember shall be elected to and occupy a Place on the Council with such Places being numbered Place 1 through Place 5.”

2.02 Subsections B, C, D, and E of Section 3.01 “Number, Selection and Term” of Article III “The City Council” of the Corinth Charter shall be repealed in their entirety and new Subsections B, C, D, E and F of Section 3.01, “Number, Selection and Term” of the City Charter are hereby adopted, each of which shall be and read in their entirety as follows, and all other provisions of the Corinth Charter, including without limitation, all other subsections of Section 3.01 not expressly amended hereby, shall remain in full force and effect:

SECTION 3.01 NUMBER, SELECTION AND TERM

...

“B. All members of the City Council shall be elected at-large to serve three-year, staggered terms or until their successors have been elected and take office as provided in Section 3.04 of this Charter. Mayor and Council Places 1 through 5 shall be elected as follows:

1. Mayor and Council Place 5. Beginning at the May, 2023 election and continuously thereafter, the term of office for Mayor and Council Place 5 shall be for three (3) years each.

2. Council Place 2. Beginning at the May, 2023 election, the term of office for Council Place 2 shall be for two (2) years, and continuously thereafter, the term of office for Council Place 2 shall be for three (3) years.

3. Council Place 1 and Council Place 4. Beginning at the May, 2024 election, the term of office for Council Place 1 and for Council Place 4 shall be for a term of three (3) years each, and continuously thereafter, the term of office for Council Place 1 and Council Place 4 shall be for three (3) years each.

4. Council Place 3. Beginning at the May, 2024 election, the term of office for Council Place 3 shall be for a term of one (1) year, and continuously thereafter, the term of office for Council Place 3 shall be for three (3) years.

C. The Mayor shall:

1. Be elected at large by majority vote;
2. Be presiding officer of the Council;
3. Vote only in cases of ties;
4. Require a vote of a majority of all members of the Council if the Mayor objects to a proposed ordinance;
5. Recommend appointments to boards & commissions; and
6. Represent the City in ceremonial functions.

D. Each Councilmember shall be elected at large by a majority vote and shall occupy a Place on the Council.

E. The candidate for election to the office of Mayor who receives a majority of votes cast for all candidates for such office at the municipal election shall be declared elected. The candidate for election to each Place on the Council, who receives a majority of the votes cast for all candidates for such Place at the municipal election, shall be declared elected. In the event that a candidate fails to receive a majority of the votes cast as required by this Section, a special election shall be ordered by the City Council in accordance with Section 7.05 of this Charter, the Texas Constitution and the Texas Election Code.

F. Mayor Pro Tem. The City Council shall take action to appoint one of its members to serve as Mayor Pro Tem in accordance with a policy adopted by the City Council. The Mayor Pro Tem shall perform all the duties of the Mayor in the absence or disability of the Mayor. Appointment of the Mayor Pro Tem shall take place at the first regular meeting of the Council after each general election for office of the City Council or as soon thereafter as practicable.”

2.03 Subsections A, B, and C of Section 3.04 “Forfeiture and Vacancies” of Article III, “The City Council” of the City Charter shall be repealed in their entirety and new Subsections A and B of Section 3.04 “Forfeiture and Vacancies” of Article III, “The City Council” of the City Charter are hereby adopted, each of which shall be and read in their entirety as follows, and all other provisions of the Corinth Charter not expressly amended hereby, shall remain in full force and effect:

SECTION 3.04 FORFEITURE AND VACANCIES

“A. A Councilmember or the Mayor shall forfeit such office if at any time during a term of office he or she:

1. Lacks any qualification for the office as prescribed by this Charter or by state law;
2. Violates any express prohibition of this section or any other provision of this Charter;
3. Fails to attend three (3) consecutive regular Council meetings without being excused by the Council; or
4. If the Mayor or any sitting Council member files to become a candidate for another public office, he shall resign his current seat upon filing for the new office.

The Council shall be the final judge in matters involving forfeiture of office by a Councilmember or the Mayor.

B. Vacancy Filled by Special Election. If there is a vacancy in the office of Mayor or in the office of a Councilmember, such vacancy shall be filled by special election for the remainder of the term that was vacated. Such election shall be held within one hundred twenty (120) days after the vacancy occurs in accordance with the Texas Constitution and the Texas Election Code. Notwithstanding the foregoing, in the event that a vacancy occurs on the City Council where the remainder of the unexpired term for such office is twelve (12) months or less, the City Council may fill such vacancy by majority vote approval of a person who meets all qualifications of state law and this Charter required such person to hold office.”

2.04 Subsection B of Section 7.04 “Watchers, Challengers and Canvassing” of Article VII “Nominations and Elections” of the Corinth Charter is hereby repealed in its entirety and a new Subsection B of Section 7.04 of the Corinth is hereby adopted and shall be and read in its entirety as follows, and all other provisions of the Corinth Charter, including without limitation, all other subsections of Section 7.04 not expressly amended hereby, shall remain in full force and effect: in its entirety to read as follows:

SECTION 7.04 WATCHERS, CHALLENGERS AND CANVASSING

...

“**B.** The returns of every municipal election shall be delivered forthwith by the election judge to the City Secretary and the Mayor at City Hall. The Council shall canvass the returns and declare the official results of the election in the manner and within the time provided by law. Returns of every municipal election shall be recorded in the minutes of the Council. The results of said election shall be posted in the City Hall.”

2.05 Section 7.05, “Run-off Elections” of Article VII “Nominations and Elections” of the Corinth Charter is hereby repealed in its entirety, and a new Section 7.05, 7.05, “Run-off Elections” of Article VII “Nominations and Elections” of the Corinth Charter is hereby adopted and shall be and read in its entirety as follows, and all other provisions of the Corinth Charter not expressly amended hereby shall remain in full force and effect:

SECTION 7.05 RUN-OFF ELECTIONS

“A run-off election shall be held in the event that any candidate for an office of the City Council fails to receive a majority of votes cast for all candidates for such office at the election. The City Council shall, upon completion of the official canvass of the ballots, issue a call for a runoff election for such office to be held in accordance with the Texas Election Code and this Charter. The two (2) candidates receiving the highest number of votes (or three (3) candidates in case of tie for second place) for any such office in the first election shall be placed upon the ballot to be voted on in such runoff election; and, the candidate receiving the majority of votes cast for such office shall be declared elected. In the case of a tie vote in the runoff election, the City Council shall order subsequent elections in the same manner as the original runoff election until a candidate receives a majority of votes cast for such office.”

Section 3. Amended Charter Adopted

The City of Corinth Home Rule Charter shall be amended to reflect the changes set forth above as approved by the qualified voters of the City of Corinth at the May 7, 2022 election, and a copy of the Home Rule Charter of the City of Corinth, Texas, as amended by this Ordinance, is adopted and shall be maintained on file in the office of the City Secretary.

Section 4. Mayoral Certification

In accordance with Section 9.007(a) of the TEXAS LOCAL GOVERNMENT CODE and following passage of this ordinance, the Mayor shall certify to the Texas Secretary of State an authenticated copy of the Charter, as amended, under the City’s seal and showing the approval by the voters of the City.

Section 5. Official City Records

The City Secretary shall record in the City’s official records the Charter, as amended, as adopted by the voters of the City pursuant to Section 9.008(a) of the Texas Local Government Code.

Section 6. Severability

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional

by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7.
Cumulative Repealer

This ordinance shall be cumulative of all provisions of State or Federal law, the City of Corinth Home Rule Charter, as amended, and other ordinances of the City of Corinth, Texas, whether codified or un-codified, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

Section 8.
Savings Clause

All rights and remedies of the City of Corinth, Texas, are expressly saved as to any and all violations of the provisions of this ordinance or any other ordinance which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 9.
Effective Date

This ordinance will take effect immediately from and after its adoption as provided by law.

DULY PASSED by the City Council of the City of Corinth, Texas, on this the _____ day of _____, 2022.

CITY OF CORINTH, TEXAS

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	9/1/2022	Title: Resolution Mayor Pro Tem
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on a Resolution of the City Council of the City of Corinth, Texas adopting a policy for the selection of a member of the City Council to serve as Mayor Pro Tem, In accordance with the City of Corinth Home Rule Charter, Section 3.01(F), providing for the incorporation of premises; adopting a policy for the selection of Mayor Pro Tem; and providing an effective date.

Item Summary/Background/Prior Action

On May 7, 2022, the qualified voters of the City of Corinth voted to amend the City’s Home Rule Charter. One of those amendments placed a requirement upon the City Council to adopt a policy on the procedures of appointing a council member to serve as Mayor Pro Tem.

On August 18, 2022 the City Council recommended the following procedures in selection of a Mayor Pro Tem.

- At the first regular meeting of the City Council following each general election for office of the City Council, or as soon thereafter as practicable, the Mayor shall identify a member of the City Council who shall be designated to serve as Mayor Pro Tem until the next regular election date for office of the City Council.
- Only those members of the City Council who have previously served one (1) full term as a member of the City Council shall be eligible for appointment to the position of Mayor Pro Tem.
- The Mayor Pro Tem shall perform all of the duties of the Mayor in the absence or disability of the Mayor and shall provide such assistance to the Mayor in the performance of the business of the City as the Mayor may request from time to time.
- The Mayor’s designation of a member to serve as Mayor Pro Tem shall become effective upon identification of such member in accordance with this Policy and shall constitute appointment by the City Council unless an objection is made by a member of the City Council and approved by majority vote of the City Council at the time of designation by the Mayor.

Staff Recommendation/Motion

Staff recommends approval of the resolution as presented.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS ADOPTING A POLICY FOR THE SELECTION OF A MEMBER OF THE CITY COUNCIL TO SERVE AS MAYOR PRO TEM, IN ACCORDANCE WITH THE CITY OF CORINTH HOME RULE CHARTER, SECTION 3.01(F), PROVIDING FOR THE INCORPORATION OF PREMISES; ADOPTING A POLICY FOR THE SELECTION OF MAYOR PRO TEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality governed by its Home Rule Charter, City Ordinances and the laws of the State of Texas; and

WHEREAS, On May 7, 2022, the qualified voters of the City of Corinth voted to amend the City's Home Rule Charter, and one of those amendments placed a requirement upon the City Council to adopt a policy regulating pursuant to which the City Council will appoint one of its members to serve as Mayor Pro Tem; and

WHEREAS, at its August 18, 2022 regular Council meeting, the members of the City Council discussed potential options for the selection of a Mayor Pro Tem; and

WHEREAS, based upon discussion, the City Council determined it appropriate to adopt this Resolution authorizing the Mayor to designate a person to serve as Mayor Pro Tem, such person being responsible for the duties of the Mayor in his absence or disability and for providing assisting to the Mayor; and

WHEREAS, the City Council determined it appropriate to take action to adopt this Resolution adopting a policy for the selection of a member of the City Council to serve as Mayor Pro Tem; and

WHEREAS, the City Council hereby adopts this Resolution setting forth a policy for the filling of the position of Mayor Pro Tem on the Corinth City Council, and finds that by adopting the policy set forth below, the City Council has met its obligation to take action to appoint one of its members to serve as Mayor Pro Tem so long as the appointment of the Mayor Pro Tem is done in accordance with the policy adopted herein; and

WHEREAS, the City Council finds that the adoption of this Resolution serves the interest of the public, health, safety, and welfare, and provides for an efficient an appropriate manner for the designation of a Mayor Pro Tem from among its membership.

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

SECTION 1. Incorporation of Premises/Findings. The above and foregoing

premises are true and correct, constitute findings of the City Council, and are incorporated herein and made part hereof for all purposes.

SECTION 2. Policy for Appointment of Mayor Pro Tem. At the first regular meeting of the City Council following each general election for office of the City Council, or as soon thereafter as practicable, the Mayor shall identify a member of the City Council who shall be designated to serve as Mayor Pro Tem until the next regular election date for office of the City Council. Only those members of the City Council who have previously served one (1) full term as a member of the City Council shall be eligible for appointment to the position of Mayor Pro Tem. The Mayor Pro Tem shall perform all of the duties of the Mayor in the absence or disability of the Mayor and shall provide such assistance to the Mayor in the performance of the business of the City as the Mayor may request from time to time. The Mayor's designation of a member to serve as Mayor Pro Tem shall become effective upon identification of such member in accordance with this Policy and shall constitute appointment by the City Council unless an objection is made by a member of the City Council and approved by majority vote of the City Council at the time of designation by the Mayor.

SECTION 3. Effective Date. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Corinth, Texas, this the 1st day of September, 2022.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	9/1/2022	Title:	Contract USIC Line Locating Services
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on a contract for underground utility line locating with USIC, in an amount not to exceed \$70,000 annually, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

This contract will conduct underground utility line locates for all TX811 tickets, developments, and broadband project, at a cost of \$11/ticket. On average, the city completes approximately 4,800 tickets per year, but with the broadband project it is expected to increase during the construction process of the project.

The current line locate process is completed in-house which takes one employee away from maintenance tasks. This contract will cost less than one employee and allow staff to complete more technical tasks.

Financial Impact

This contract will be funded out of the operational budget for the non-broadband tickets, and the broadband tickets will be funded with ARPA funds.

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Staff recommends the approval of the contract for line locates with USIC.

FACILITIES LOCATING AND MARKING
SERVICE CONTRACT

THIS CONTRACT ("Contract") is entered into as of September 1, 2022, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and the City of Corinth a Texas home rule municipality (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities in the geographic area described on Exhibit A to this Contract.
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's Facilities listed in Exhibit A.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advanced Locate Service** means conductive, inductive, and map-based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate.
 - 1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.
 - 1.3 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to Telecommunication Vault or Manhole Entry, Unlocatable Facilities, Work Zone Protection aka "Temporary Traffic Control Services" or "Flaggers", labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.
 - 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
 - 1.5 **Customer's Facilities** means any Facilities owned or operated by Customer.
 - 1.6 **Damage Investigation Fee** means the fee charged to Customer when chargeable pursuant to this Contract, for a damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data).
 - 1.7 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
 - 1.8 **Digital Locating** means the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.
 - 1.9 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
 - 1.10 **Emergency After Hours Locate** means a request for a Locate that arises from a condition as defined by applicable state law and One Call Center ticket types and is transmitted on weekends, weekdays, and holidays, as defined by applicable federal and state statute and/or One Call Center holidays, outside of the USIC's normal business hours (7:00 am – 5:00 pm).

- 1.11 **Excavator(s)** means any person or entity which engages directly in excavation.
- 1.12 **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.13 **Gridding** means the geographic boundary area identified by Customer and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a Locate Ticket).
- 1.14 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.
- 1.15 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.16 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable Facilities.
- 1.17 **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by USIC in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined herein after, where applicable in accordance with the definition of "Project Locate" hereunder.
- 1.18 **Locate Service(s)** means the services, of any type of ticket, to be provided by USIC under this Contract consisting of the process of verifying if Customer's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, detection of Customer's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of Customer's Facilities.
- 1.19 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.20 **Locator Not At Fault Damage** means Damage to Customer's Facilities caused by an Excavator or other third party that occurs for any other reason other than USIC not performing the Locate with Reasonable Accuracy.
- 1.21 **Marking(ed)(ing)** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association.
- 1.22 **One Call Center or 811** means each state's Ticket issuing system for all excavation notices.
- 1.23 **Positive Response** is an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.
- 1.24 **Project Locate or Long Scope Ticket(s)** is any Locate that, for any reason, requires USIC technicians to spend more than thirty (30) minutes to execute the Locate Services requested by the subject Ticket.

Project Locate or Long Scope Ticket(s) time is tracked using USIC's system thresholds and may include any Ticket type (including but not limited to Tickets designated as routine, normal, and/or emergency). Any portion or increment of work above a time threshold shall be rounded up to the next whole unit.

- 1.25 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.26 **Repair Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages (so long as Customer's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, replacement or extension of Customer's Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated ; costs arising out of collection actions, whether incurred by the Customer or collection agencies; any other costs or expenses excluded by Section 7 of this Contract or any other provision of this Contract. USIC reserves the right to dispute the reasonableness of any of Customer's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute in accordance with Section 12.
- 1.27 **Site** means the premises where Locate Services are performed, and Customer has ownership or exercises control.
- 1.28 **Telecommunications Vault or Manhole Entry**, as stated 29 CFR 1910.269(x), is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only.
- 1.29 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.
- 1.30 **Ticket(s)** means the document generated at and transmitted by the One Call Center to USIC containing each request for Locate.
- 1.31 **Unidentifiable Facilities** means Customer's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by Customer.
- 1.32 **Unlocatable/Untonable Facilities**, means Customer's Facilities, including abandoned Facilities, whose presence is known either from records provided by Customer or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.
- 1.33 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.34 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.

- 1.35 **White-Lining** means the Excavator designates the route and/or area to be excavated using white pre-marking either onsite or electronically (when available through the One Call Center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One Call Center and before the Locate technician arrives on the job.
- 1.36 **Work Zone Protection** means the activities necessary by USIC to achieve compliance with federal, state, county, and local laws for the safety of motorists and USIC workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as “Flaggers.”

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials (except maps, prints, and records to be provided by Customer under Section 3), and equipment necessary to perform Locate Services including Locates, Project Locates or Long Scope Ticket(s), Emergency Normal Hours Locate, Watch and Protect, and Emergency After Hours Locate for Customer within the Contract service area detailed in Exhibit A. All Ticket transmittals to USIC shall come directly from each state’s One Call Center for the service area detailed in Exhibit A.
- 2.2 Upon receipt of a request for a Locate Services, USIC will assess whether a conflict exists between the Customer’s Facilities and the proposed excavation Site based on the maps, prints, and records provided by the Customer (commonly called Digital Locating). In its discretion, USIC may perform a Visual Inspection for any Locate request, but USIC is not required to do so if Customer’s maps, prints, and records indicate that there is no conflict between Customer’s Facilities and the excavation Site.
- 2.3 If USIC determines that Customer Facilities are present at the excavation Site, USIC will Mark Customer’s Facilities at the Site, except for Unlocatable/Untenable Facilities and send Positive Response documentation that may consist of photographs, drawings, or notes. Photographs shall only be required in situations where taking photographs are permitted by law.
- 2.4 If USIC determines that Customer’s Facilities are not present at the excavation Site, USIC will mark the site or note in the Ticket response that Customer’s Facilities are not present or in conflict with the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. Customer also agrees that USIC will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by Customer.
- 2.6 In the event USIC recognizes that there are Unlocatable/Untenable Facilities at the excavation site, Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable/Untenable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable/Untenable Facility. If any Atypical Condition (AC) is found at the excavation site and USIC is aware of the Atypical Condition, USIC shall notify Customer, and USIC shall employ Advanced Locate Services or other procedures described in Section 1.1 at direction of Customer and with additional pricing when necessary.
- 2.7 Any maps and records furnished by Customer as required by the Contract shall remain the property of Customer. USIC agrees to return or destroy all copies of such maps and records to Customer upon Customer’s written request or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract for a period of five (5) years. All customers maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.

- 2.8 USIC shall perform the Locate Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Locate Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.
- 2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Locate Services to be performed hereunder.

3. Responsibilities of Customer

- 3.1 Customer agrees not to suppress or screen any Tickets in the areas where USIC will provide Locate Services as defined in Exhibit A that would otherwise come to USIC from the state One Call Center. All Customer Tickets shall be transmitted directly to USIC from the state One Call Center.
- 3.2 Customer shall not change existing Gridding such that the volume of Tickets received by USIC is reduced with the applicable state One Call Center on or after the Contract effective date.
- 3.3 Customer agrees to provide USIC with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to USIC's Ticket management system, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to USIC in a timely manner via a secure customer portal provided by USIC or Secure File Transfer Protocol (SFTP). USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.
- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third-Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all Tickets received from each state's One Call Center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract service area that Customer has provided to the state's One Call Center.
- 3.6 Customer agrees to provide USIC with all state-issued 811 codes ("CDC codes") and a comprehensive Customer point of contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; and (3) Markings will be provided outside the Minimum Approach Distance which shall be defined in OSHA's standard for Electric Power Generation, Transmission and Distribution. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via the Positive Response in the Ticket system of any Locates with an electric transmission line on the Site and once the Marking is complete.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via an email address or uploaded to a required Customer portal specified by Customer. In the states of Maine, Nevada, New Mexico, Ohio, Oregon, South Dakota, and Washington, and/or as otherwise may arise from state or federal taxing authorities from time to time,

USIC shall invoice the Customer for the following applicable taxes levied on USIC. Where tax exempt status exists, Customer will provide USIC with the tax-exempt certificate or like document.

- 4.1.1 Sales Tax
- 4.1.2 Use Tax
- 4.1.3 Services Provider Tax
- 4.1.4 Value Added Tax
- 4.1.5 Gross Receipts Tax
- 4.1.6 Commercial Activities Tax
- 4.1.7 Business Tax
- 4.1.8 Occupation Tax
- 4.1.9 Or similarly constructed state or local taxation

- 4.2 All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event Customer disputes any portion of an invoice received from USIC, Customer shall provide written notice to USIC no less than fifteen (15) days before the invoice is due. If USIC cannot correct the invoice prior to the due date, Customer shall pay all undisputed charges in accordance with Section 4.2. If proper and sufficient notice of a dispute is not given to USIC, Customer shall pay the entire invoice and proceed with dispute resolution in Section 12.
- 4.3 For any payment that is not timely paid pursuant to Section 4.2: (a) an initial 3% late payment fee will be assessed; and (b) interest will accrue at a rate of 1.5% per month. Should USIC have to pursue collection actions or retain counsel to pursue payment, USIC will invoice Customer for all such costs and Customer is responsible for payment.
- 4.4 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, USIC may give written notice describing such breach ("Notice of Default"). If the breach set forth in the Notice of Default is not curable or if the Customer fails to pay USIC's invoices within ten (10) days following receipt of the Notice of Default, USIC shall have the right and option to immediately terminate this Contract pursuant to Section 5, in addition to all the other rights and remedies available to the non-breaching party under this Contract and at law and in equity.
- 4.5 If Customer fails to pay any Invoice according to the provisions of this Contract and (a) such failure continues for a period of ten (10) days following Customer's receipt of a Notice of Default from USIC or (b) USIC has reasonable grounds for insecurity regarding the performance by Customer of any obligation under this Contract, then USIC, by delivery of written notice to Customer, may demand Adequate Assurance by Customer. "Adequate Assurance" means, at the option of Customer, (i) advance payment in cash by Customer to USIC for Locate Services or (ii) delivery to USIC by Customer of a letter of credit in an amount equal to not less than the aggregate amounts owed from Customer to USIC hereunder for the prior two-month period. If Customer fails to provide Adequate Assurance to USIC within 72 hours of USIC's request, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the Contract; (ii) terminate this Contract upon written notice to Customer, and/or (iii) suspend or reduce all Locate Services under this Contract without prior notice to Customer, in each case, without limiting any other rights or remedies available to USIC under this Contract or otherwise. If USIC exercises the right to terminate this Contract or suspend or reduce any Locate Services, then Customer shall not be entitled to take, or cause to be taken, any action hereunder or otherwise against USIC for such termination, suspension, or reduction.
- 4.6 In the event Customer claims to be owed money from USIC pursuant to Section 6 of this Contract or for any other reason, such disputes shall be handled independently in accordance with Section 12 and Customer shall have the limited right to withhold, setoff, or otherwise reduce the amounts due to USIC for Locate Services under Section 4 by the undisputed charges.

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of September 1, 2022, and continue for a period of one (1) year, with automatic renewal for four (4) consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.

- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the service area as identified in Exhibit A.
- 5.3 Either party to this Contract may terminate this Contract for convenience upon sixty (60) days' prior written notice to the other. Upon such termination, Customer shall only be liable for payment for any tickets transmitted to USIC through the effective date of termination. If Customer fails to provide the required sixty (60) day notice under this provision, Customer will pay USIC an amount equal to 60 days average billing as calculated based on the twelve-month period immediately preceding the termination [or such shorter period if the Contract has been in effect for less than twelve (12) months], which the parties agree is a reasonable estimate of the damages to be incurred by USIC as a result of Customer's termination without notice. This provision is not intended to and shall not eliminate or reduce any other remedies to which USIC may be entitled, all of which are reserved.
- 5.4 Without prejudice to any other right or remedy either party may have under this Contract, at law and/or in equity, either party may terminate this Contract effective immediately upon providing written notice of such termination to Customer, in the event of the occurrence of any of the following:
- 5.4.1 insolvency of Customer;
 - 5.4.2 filing of a voluntary petition in bankruptcy by Customer;
 - 5.4.3 filing of an involuntary petition in bankruptcy against Customer;
 - 5.4.4 appointment of a receiver or trustee for Customer;
 - 5.4.5 execution by Customer of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
 - 5.4.6 commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
 - 5.4.7 Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent; or
 - 5.4.8 Failure by Customer to timely cure any breach for which Customer has received a Notice of Breach under Section 4.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall as promptly as possible, and not later than forty-eight (48) hours from becoming aware of the damage, notify USIC. This notification must be made by calling USIC at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities. Any such phone or email notification by Customer, Excavator, Third-Party Administrator, or any other party shall commence USIC's damage investigation process. Upon USIC's request, Customer will provide list of contacts by division for claims of Damage to Company's Facilities.
- 6.2 USIC will investigate all incidents of Damage to Customer's Facilities for which it has been notified and provide, a written report of its findings to Customer via the Customer portal. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a Locator At Fault Damage, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If Customer disputes USIC's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with Section 12.
- 6.3 All potential Damage to Customer's Facilities shall be investigated, and USIC shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by USIC's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. USIC shall be entitled to collect a Damage Investigation Fee from Customer regardless of how USIC receives notice of the Damage to Customer's Facilities.

- 6.4 Customer agrees that if: (1) Customer fails to timely notify USIC as required by Section 6 of any Damage to Customer's Facilities; or (2) except when the failure to repair presents a public safety or health hazard that Customer determines requires immediate repair, if damage is repaired or site is covered before USIC can conduct a timely investigation with full access to damage site, then USIC shall not be liable to Customer for any Repair Costs or any other liabilities arising from that Damage to Customers' Facilities, and only to the extent allowed by law, Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7. In such situation, Customer hereby agrees that it is prohibited from asserting that any such Damage to Customer's Facilities constitutes a Locator At Fault Damage.
- 6.5 When damages are determined to be Locator At Fault Damage, Customer agrees that USIC will be invoiced for Repair Costs only with supporting documentation provided with the invoice.
- 6.6 USIC will be responsible for paying Customer's Repair Costs for any Damage to Customer's Facilities only if: (1) USIC received a request to provide Locate Services with respect to a Customer's Facilities at the location of the damage; (2) the Damage to Customer's Facilities constitutes a Locator At Fault Damage; and (3) Customer sends USIC a written notice as required herein.
- 6.7 Customer agrees to provide any supporting documentation and detail requested by USIC that relates to Damage to Customer's Facilities for which Customer submits a written notice to USIC. If Customer does not provide USIC with all requested documentation and detail within six (6) months of invoicing USIC for such damages, USIC shall have no further obligation to participate in the pre-litigation portions of the Dispute Resolution of Section 12. This provision does not preclude Customer from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.
- 6.8 If Customer fails to present a written notice to USIC for any Damage to Customer's Facilities within twelve (12) months of the date Customer notifies USIC of the damage pursuant to Section 6.1, Customer irrevocably waives and releases any right to seek or demand payment from USIC for such damages.
- 6.9 To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, USIC shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to Customer's Facilities, and Customer shall make any and all reasonable accommodations to allow USIC to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, USIC shall reimburse the Customer to the proportion and extent of its fault for such penalties or fines upon receiving a written notice from the Customer.

7. Limitation of Liability and Indemnification

- 7.1 **REPAIR COSTS PAYABLE BY USIC SHALL NOT EXCEED \$1,500.00, FOR ANY SINGLE INCIDENT OR OCCURRENCE OF DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF THE ALLEGED CAUSE OF THE DAMAGE, REGARDLESS OF THE NUMBER OF FACILITIES DAMAGED IN THE INCIDENT, AND REGARDLESS OF THE ALLEGED SCOPE OR AMOUNT OF THE DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS NOT INTENDED TO EXPAND OR OTHERWISE IMPOSE LIABILITY ON USIC BUT, RATHER, IS INTENDED TO BE AN ABSOLUTE LIMIT ON USIC'S LIABILITY TO CUSTOMER FOR ANY INCIDENT INVOLVING DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF CAUSE.**
- 7.2 **USIC'S TOTAL LIABILITY TO CUSTOMER UNDER THIS CONTRACT SHALL NOT EXCEED ONE TIMES THE ANNUAL CONTRACT VALUE DETERMINED BY TRAILING TWELVE-MONTH PERIOD.**
- 7.3 If Damage to Customer's Facilities is not Locator At Fault Damage or if Customer's Facilities are Unidentifiable Facilities or Unlocatable/Untenable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. If USIC provides such support at the request of Customer or any representative of Customer (including but not limited to informal requests for assistance and formal litigation requests including document and testimony subpoenas from Customer's attorneys or third party claims administrators): (1) such support shall be provided by USIC at no additional cost if Customer has already paid a Damage Investigation Fee related to the incident; (2) Customer s

be invoiced for and agrees to pay a Damage Investigation Fee if one has not already been paid relating to the incident.

7.4 RESERVED.

7.5 To the fullest extent compliant with applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages.

7.6 Only to the extent allowed by law, Customer and USIC (as an "Indemnifying Party") shall defend and indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, only to the extent caused by the fault of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of fault. The Indemnifying Party may retain counsel of its choosing, at its own expense. The Indemnified Party may retain separate or additional counsel as well, but cost of such counsel shall be borne by the Indemnified Party. USIC has no obligation to defend or not indemnify Customer for Third Party Claims resulting from Damages that are not caused by USIC's, its agents or employees, negligence, willful misconduct, or fault nor shall USIC be required to defend or indemnify Customer for damages or Third Party Claims relating to Unidentifiable Facilities, Unlocatable/Untenable Facilities or Third Party Claims that arise from the sole or partial fault, negligence, or willful misconduct of Customer, its agents or employees. Any party seeking defense and/or indemnity under this Section must provide notice to the other party as promptly as possible upon becoming aware of the incident for which defense and/or indemnity is being sought; failure to prompt notice waives the party's right to be an Indemnified Party under this Contract.

8. Price Revisions

8.1 At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit A shall be increased annually by 5%.

8.2 Fuel Surcharge

8.2.1 USIC will assess and invoice a monthly fuel surcharge per the schedule below, measured each calendar month. The Average Fuel Price per Gallon will be based on "U.S. Regular All Formulations Retail Gasoline Prices" (Monthly View) at https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMR_PTE_NUS_DPG&f=M. The corresponding surcharge amount will be multiplied by the quantity of billed Tickets ("Initial Charges" only, defined hereinafter) in the month. For example, if the average fuel price per gallon for a given month warranted a fuel surcharge, USIC would invoice the respective fuel surcharge against billable Tickets for that same month (1,000 Billable Tickets X \$0.30 Fuel Surcharge = \$300 total). [Column 1 to be adjusted prior to execution]

Average Fuel Price per Gallon	Fuel Surcharge per Billed Ticket (Initial Charges)
<\$3.000	No Surcharge
\$3.000 - \$3.499	\$0.15
\$3.500 - \$3.999	\$0.30
\$4.000 - \$4.499	\$0.45
\$4.500 - \$4.999	\$0.60
\$5.000 - \$5.499	\$0.75
\$5.500 - \$5.999	\$0.90
For each additional \$0.50 tier	Add \$0.15 from previous tier's surcharge amount

8.2.2 "Initial Charges" include but are not limited to Per Ticket, Emergency Normal Hours, Emergency After Hours, etc. Fuel surcharges will not be applied to incremental billed units that result from extended time spent on a Ticket.

- 8.2.3 If surcharges are assessed, USIC reserves the right to include the fuel surcharges on a customer's standard invoice or on a separate invoice in a period following the close of the month.
- 8.2.4 Standard payment terms apply to stand-alone fuel surcharge invoices.
- 8.3 Labor Escalation
- 8.3.1 USIC will assess supplemental annual price increases (combined with standard annual price increases) related to the cost of labor per the U.S. Bureau of Labor Statistics Employment Cost Index: Total Compensation for Private Industry Workers in Service Occupations. If the annual percent change for the labor index reaches 3.5% (index average from 2018 – 2020 was 3.5%), then USIC will assess an additional price increase per the table below.

Average Change from Prior Year (%)	Additional Price Increase
<3.50%	No Additional Price Increase
3.50% - 4.49%	0.60%
4.50% - 5.49%	1.20%
5.50% - 6.49%	1.80%
6.50% - 7.49%	2.40%
7.50% - 8.49%	3.00%
8.50% - 9.49%	3.60%
For each additional 1% tier	Add 0.60% from previous tier's increase

- 8.3.2 USIC will use the most recent 4 quarters available at the contract renewal date.
- 8.3.3 To calculate the Average Change from Prior Year (%):
- Go to <https://fred.stlouisfed.org/series/CIU20100003000001>
 - Click Edit Graph
 - Change Units to "Percent Change from a Year Ago"
 - Change Modify frequency to "Quarterly"
 - Close sidebar
 - Click Download and choose Excel
 - Average 4 most recent quarters
Example: 2021 Average = 5.48%
 - 2021 Q1: 3.94%
 - 2021 Q2: 4.82%
 - 2021 Q3: 6.10%
 - 2021 Q4: 7.07%
- 8.3.4 In the example where the labor index average increase was 5.48%, ABC Company would fall into the 4.50% - 5.49% tier. If they have a fixed annual price increase, the price increase would rise by 1.20% (annual price increase + 1.20% price increase for labor) for that year.
- 8.4 Notwithstanding Section 8.1, USIC may, following the first Contract Year, adjust the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 12.1.
- 8.5 Additionally, USIC shall notify Customer if USIC becomes aware of any regulatory, judicial, or 811 process-related changes that affects the amount of time it takes USIC to provide Locate Services in response to Ticket(s), including but not limited to adjustment of the Ticket parameters or make-up. Subsequent to notification, USIC shall make an equitable adjustment to the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 12.1.

9. Environmental Health and Safety Matters

- 9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out (“LOTO”) procedures including physical LOTO or a mutually agreed upon alternative method.
- 9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC’s personnel regarding Customer’s safety practices. Without limiting Customer’s obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.
- 9.3 Customer shall procure upon USIC’s request of any high speed and/or high-density roadways which will require underground Locate Services to be performed with Work Zone Protection and/or Lane Closures as defined in the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration. These notifications shall result in specific joint Customer and USIC plans to achieve work zone protection. These situations may result in the Customer or USIC subcontracting such services in a timely manner such that USIC’s workforce will be able to accomplish all other Statement of Work requirements for those notification Tickets, with no penalties for late completion. If USIC procures traffic control services, any such traffic services shall be billed as direct costs to the Customer.
- 9.4 Telecommunications Vault or Manhole Entry shall only be utilized for cable, fiber, and telecommunications Locating Services. USIC personnel are authorized to only enter telecommunications manhole vaults when a second person is onsite, but not inside the manhole vault, in a supporting safety role. No other type of Manhole Entry for any other utility shall be performed by USIC.
- 9.5 If, in USIC’s reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.6 Operation of Customer’s equipment is the responsibility of Customer. Customer shall not require or permit USIC’s personnel to operate Customer’s equipment at Site.
- 9.7 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.8 USIC has no responsibility or liability for the pre-existing condition of Customer’s equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any known Hazardous Materials existing in or about Customer’s equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC known industrial hygiene and environmental monitoring data regarding conditions that may affect USIC’s work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.
- 9.9 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC’s cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made by USIC, with thirty (30) days’ written notification to Customer of such adjustment.
- 9.10 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer’s Representative shall provide USIC access to the following information:
- 9.10.1 Existing characteristics and conditions of the Customer’s installations that are related to the safety of the work to be performed;
- 9.10.2 Information about the design and operation of the Customer’s installations that USIC needs;

- 9.10.3 Arc flash studies;
- 9.10.4 Ground fault studies;
- 9.10.5 Hand hole, manhole, and utility vault details; and
- 9.10.6 Danger poles tagging

- 9.11 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.
- 9.12 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.
- 9.13 Only to the extent allowed by law, Customer shall indemnify USIC for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of USIC's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than USIC.

10. Employment

- 10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, pregnancy, childbirth and related medical conditions, genetic information, military service, citizenship, veteran status, or any other basis protected by applicable federal, state or local law.
- 10.2 RESERVED.
- 10.3 RESERVED.

11. Insurance

- 11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE		LIMITS
Workers Compensation		Statutory Limit
Employers' Liability		
	Each Accident	\$1,000,000
	Disease, Policy Limit	\$1,000,000
	Disease, Each Employee	\$1,000,000
Comprehensive General Liability		
	Each Occurrence	\$2,000,000
	(bodily injury, advertising injury, personal injury and advertising injury)	
	General Aggregate	\$8,000,000
	Products Completed Operations Aggregate	\$8,000,000
	Medical Limits	Not Covered
	Damages to Premises Rented to You Limit	\$1,000,000

Automobile Liability CSL	\$5,000,000
Cyber	\$5,000,000

12. Dispute Resolution

- 12.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 12.
- 12.2 Prior to initiating litigation of a dispute under this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. To the extent allowed by law, all negotiations and resolutions pursuant to this Section 12.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after such meeting is requested, or such later date as may be mutually agreed, either party may pursue formal resolution as set forth below.
- 12.3 RESERVED.

13. Non-Solicitation

- 13.1 Customer agrees that during the term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been employed by USIC within the last six (6) months. The only exception to this provision shall be a publicly posted position by Customer, and a USIC employee responds to that public posting.

14. Force Majeure

- 14.1 Neither party shall be deemed to be in default of this Contract to the extent that any failure, delay, or substantial hinderance to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as:
- 14.1.1 strikes, lock-outs or other industrial disputes at a national level or by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works;
 - 14.1.2 embargoes, riot, war, hostilities, acts of terrorism, civil war, rebellion, requisition or compulsory acquisition by any governmental or competent authority;
 - 14.1.3 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - 14.1.4 acts of God, earthquakes, flood, storm, hurricane, fire, sinkholes, unusually severe weather conditions or strikes or other physical natural disaster;
 - 14.1.5 pandemics, epidemics and quarantine or governmental action related to such;
 - 14.1.6 compliance with any law or governmental order, rule, regulation or direction;
 - 14.1.7 theft, burglary or malicious acts of third parties; and
 - 14.1.8 any other events including emergencies and non-emergencies.
- 14.2 If USIC claims that it is prevented, delayed, or substantially hindered from performing their obligations delayed by such a cause, it shall promptly notify Customer, and Customer shall be entitled to obtain replacement Locate Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

15. Contract Choice of Law, Modification, and Assignment

- 15.1 Both parties agree to utilize the laws of and that exclusive venue lies in the state where the Locate Services are performed.
- 15.2 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications approved by Customer and signed by both parties.

15.3 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least sixty (60) days' advance notice and the prior written consent of USIC.

16. Contract Entirety

16.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

17. Severability Clause

17.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

18. Contract Notification

18.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

18.1.1 USIC authorized representative:
USIC Locating Services, LLC
Attn: Contracts
9045 River Road, Suite 200
Indianapolis, IN 46240
contracts@usicllc.com

18.1.2 Customer authorized representative:
Attn: Lee Ann Bunselmeyer, Interim City Manager
3300 Corinth Parkway
Corinth, Texas 76208
LeeAnn.Bunselmeyer@cityofcorinth.com

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

City of Corinth

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

Lee Ann Bunselmeyer
(Please print)

(Please print)

Title: Interim City Manager

Title: _____

Date 8/26/2022

Exhibit A

USIC Locating Services, LLC shall provide Services:

In the State of Texas.

Member Codes (state One Call CDC or Customer Description Codes): CTH

USIC Locating Services, LLC Pricing:

- \$ 11.00 Per Ticket Received from the One Call**

- \$ 40.00 Per Normal Business Hour Emergency Call Out Ticket**

- \$ 40.00 Per After Hour Emergency Call Out Ticket**

- \$ 15.00 Project Price Per Quarter Hour for Tickets that Exceed 30 Minutes**

- \$ 200.00 Damage Investigation Fee**



CITY OF CORINTH
Staff Report

Meeting Date:	8/18/2022	Title:	Write off Uncollectible Debt
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.		

Item/Caption

Consider and act on the outstanding debt of \$9,008.75 to Melissa Mendoza an authorize the Director of Finance to write off the debt as uncollectible.

Item Summary/Background/Prior Action

The Finance department routinely submits uncollected Utility and Accounts Receivable debt to the collection agency within 60-90 days of the amount becoming delinquent. Beginning on October 1, 2019, due to significant legislative changes, collection activity was limited to those accounts that are less than four years old to adhere to the four-year statute of limitations that applies to uncollectible utility and accounts receivable debt.

In December 2013, Melissa Mendoza ran into a city streetlight and was invoiced \$9,008.75 for the repairs. The city submitted the debt to the collection agency in February 2014. The collection agency attempted collections from 2014 to 2018. The account was closed in February 2018 for being beyond the statue of limitations.

Staff is requesting authorization to write off the debt as uncollectible.

Applicable Owner/Stakeholder Policy

Ordinance 20-06-18-20 authorizes the Director of Finance to write off uncollectible debts from the City’s accounts receivable and utility ledgers if debts owed to the City under Title II of the Code of Ordinances are four or more years old and uncollected after diligent and reasonable efforts were made to collect, as uncollectible and when the individual account totals do not exceed \$5,000. For individual accounts whose uncollectible debt is greater than \$5,000, the Director of Finance must obtain approval from the City Council.

Staff Recommendation/Motion

Staff recommends approval.

Account

Customer: 0000600 City of Corinth Accounts Receivable

MVBA Number: 2931849

MVBA Status: SOL

Client Number: 01-0357

Name/Address

MENDOZA, MELISA

PO BOX 215

AUBREY TX 76227

Has Case(s) with other Entity: No

Original Balance: \$9,008.75

Date Rcvd: 2/19/2014

Current Balance: \$9,008.75

Amount Paid: \$0.00

Description: STREET LIGHT REPLACEMENT

Phone Numbers:

Number	Type	Status
	Cell	Good
	Landline	Good

Payments:

Notes:

Date / Time	User	Action Code	Result Code	Note
3/12/2014 11:27:58 AM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
4/30/2014 09:45:36 AM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
5/15/2014 01:26:07 PM	aclosner	+++++	+++++	Status Changed NEW ACT
6/4/2014 01:34:14 PM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
7/16/2014 02:37:29 PM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
10/1/2014 11:32:09 AM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
10/23/2014 02:22:37 PM	EXG	+++++	+++++	Received RENKIM Update Code U = Undeliverable
8/21/2015 03:51:26 PM	aclosner	DESK	CHNG	Desk Changed from 00102 to 00151

5/3/2016 01:37:53 PM	hsimmons	ADDR	CHNG	Debtor(1) was: 3201 TOWER RIDGE DR
5/3/2016 01:37:53 PM	hsimmons	ADDR	CHNG	CORINTH, TX 76210
5/3/2016 01:37:54 PM	hsimmons	+++++	+++++	Mail Return Cleared on Debtor(1)
5/3/2016 01:38:09 PM	hsimmons	+++++	+++++	Cell Phone () added
5/3/2016 01:38:21 PM	hsimmons	+++++	+++++	Landline Phone added
5/3/2016 01:38:30 PM	hsimmons	AC	AC	Address/phone change due to skip trace
9/9/2016 09:45:34 AM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
10/26/2016 10:57:55 AM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
12/13/2016 03:49:16 PM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
3/17/2017 11:17:31 AM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
5/4/2017 02:59:41 PM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
6/23/2017 10:35:02 AM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
8/8/2017 10:01:29 AM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
1/25/2018 09:23:36 AM	Rkoniczny	LETTR	REQST	Dunning letter LT001: Initial Letter requested
2/1/2018 02:21:30 PM	EXE			Status set to HLD because account is beyond statute of limitations
2/1/2018 02:21:30 PM	Exchange	+++++	+++++	Status has changed (Old Status = ACT) (New Status = HLD)
10/16/2019 07:03:32 PM	mdickinson	+++++	+++++	Status Changed HLD SOL Account Closed

Letter History:

Date	Letter Code	Description of Letter
3/12/2014	LT001	Initial Letter
4/30/2014	LT001	Initial Letter
6/4/2014	LT001	Initial Letter
7/16/2014	LT001	Initial Letter
10/1/2014	LT001	Initial Letter
5/3/2016	LT001	Initial Letter
9/9/2016	LT001	Initial Letter
10/26/2016	LT001	Initial Letter
12/13/2016	LT001	Initial Letter
3/17/2017	LT001	Initial Letter
5/4/2017	LT001	Initial Letter
6/23/2017	LT001	Initial Letter
8/8/2017	LT001	Initial Letter
1/25/2018	LT001	Initial Letter