

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP & REGULAR SESSION

Thursday, May 20, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

A. NOTICE IS HEREBY GIVEN of a Workshop and Regular Session of the Corinth City Council located at 3300 Corinth Parkway, Corinth, Texas.

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

C. WORKSHOP AGENDA

1. Continue the discussion on policy governance from a presentation at the March 18, 2021, City Council meeting.
2. Review and provide Staff guidance on options for video streaming and remote participation for City Council, Board, and Commission meetings.
3. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

D. PROCLAMATIONS AND PRESENTATIONS

4. Proclamation Supporting Denton County's Mental Health Month, May 2021, and Children's Mental Health Awareness Day, May 7, 2021.

E. 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.

F. 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.

5. Consider and act on minutes from March 18, 2021, April 1, 2021, April 15, 2021.
6. Consider and act on an agreement for auditing services with Eide Bailey, LLC.
7. Consider and act on a professional services agreement between the Corinth Economic Development Corporation and Envision Planning Group, LLC.
8. Consider and act on Ordinance No. 21-05-20-14 amending Ordinance No. 20-09-24-31 adopting the fiscal year 2020-2021 City of Corinth Budget and Annual Program of Services to provide for the

expenditure of funds from the Economic Development Corporation Fund for the purchase of property from TXDOT and an increase in revenues for the sale of property to DATCU; and providing an effective date.

9. Consider adoption of Resolution No. 21-05-20-17 providing for the denial of a rate application submitted by Oncor Electric Delivery Company, LLC and authorizing participation in the Oncor Cities Steering Committee for review before the Public Utility Commission of Texas.

G. PUBLIC HEARING

10. Conduct a Public Hearing on an Ordinance of the City Council of the City of Corinth, Texas, repealing and readopting Section 130.04, “Curfew for Minors”, of Chapter 130, “Offenses Against City Regulations”, of Title XVIII, “General Offenses”, of the City’s Code of Ordinances in its entirety to establish an enforceable curfew for minors within the City; and providing an effective date.

H. BUSINESS AGENDA

11. Consider and act upon an Alternative Compliance-Tree Preservation Application for the removal and replanting of Protected Trees (6+ caliper inches) located on ±36.220 acres within the proposed Walton Ridge residential subdivision consisting of 164 residential lots and 10 open space lots generally located north of Walton Drive, south of Black Jack Lane, Sand Jack Drive and Danbury Cove/Circle, east of North Corinth Street, and west of Shady Rest Lane. (AC21-0004 Walton Ridge Alternative Compliance – Tree Preservation)
12. Consider and act on Ordinance No. 21-05-20-15 amending Ordinance No. 21-03-18-10 by repealing Section 2 “City Facilities/Mitigation Efforts in its entirety, to remove face mask requirements within city facilities and reopening city facilities beginning June 1, 2021.
13. Consider and act on nominations, appointments, resignations, and removal of board members for the Planning & Development Commission.
14. Consider and act on an Interlocal Agreement (ILA) with Lake Dallas, Hickory Creek, and Shady Shores for the consulting services of Marketplace.city to identify potential broadband providers.

I. 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.

J. CLOSED SESSION

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

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

a. Carlos.Martinez v. City of Corinth Police Department, James Hulse, Rashann Douglas, and Hershall Reynolds. Case 4:21-CV-00146-ALM, U.S. District Court (Eastern District) 2021

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

a. .7 acres, more or less, of land located at 6801 S. I-35E, Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 8 (F)

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

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

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

a. Project Agora

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

L. ADJOURN

Posted on this 14th day of May 2021, at 11:30 A.M., on the bulletin board at Corinth City Hall



Lana Wylie, City Secretary
City of Corinth, Texas

CITY OF CORINTH
Staff Report

Meeting Date:	5/20/2021	Title:	Policy Governance Discussion
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i> <input checked="" type="checkbox"/> Growing Community <input checked="" type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input checked="" type="checkbox"/> High-Quality Retail <input checked="" type="checkbox"/> High-Quality Restaurants <input checked="" type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>		

Item/Caption

Continue the discussion on policy governance from a presentation at the March 18, 2021, City Council meeting.

Item Summary/Background/Prior Action

Establishment of governance policies is an on-going discussion. During the meeting the discussion will focus on a review of sample governance policies developed by Dr. John Carver. The policies have been altered to reflect the City of Corinth. They are not intended to be a final version; rather they serve as a template to guide your discussion.



SAMPLE GOVERNANCE POLICIES

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SECTION I: EXECUTIVE LIMITATIONS

(I-A) GLOBAL EXECUTIVE CONSTRAINT

The City Manager shall not cause or allow any organizational practice, activity, decision, or circumstance that is either unlawful, imprudent, or in violation of commonly accepted business and professional ethics.

(I-B) TREATMENT OF CUSTOMERS OF CITY SERVICES

With respect to interactions with customers, the City Manager shall not cause or allow conditions, procedures, or decisions that are unsafe, untimely, undignified, or unnecessarily intrusive.

The City Manager will not

1. Elicit information for which there is no clear necessity.
2. Use methods of collecting, reviewing, transmitting, or storing customer information that fail to protect against improper access to the material.
3. Operate facilities without appropriate accessibility and privacy.
4. Operate without establishing with customers a clear understanding of what may be expected and what may not be expected from the service offered.
5. Operate without informing customers of this policy or providing a way to be heard for persons who believe that they have not been accorded a reasonable interpretation of their rights under this policy.

(I-C) TREATMENT OF STAFF

With respect to the treatment of paid and volunteer staff, the City Manager shall not cause or allow conditions that are unfair, undignified, disorganized, or unclear.

The City Manager will not

1. Operate without written personnel rules that (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions, such as nepotism and grossly preferential treatment for personal reasons.
2. Retaliate against any staff member for nondisruptive expression of dissent.
3. Allow staff to be unaware of City Manager's interpretations of their protections under this policy.
4. Allow staff to be unprepared to deal with emergency situations.

SECTION I: EXECUTIVE LIMITATIONS

(I-D) FINANCIAL PLANNING/BUDGETING

The City Manager shall not cause or allow financial planning for any fiscal year or the remaining part of any fiscal year that deviates materially from Council Ends priorities, risks financial jeopardy, or is not derived from a multiyear plan.

The City Manager will not allow budgeting which:

1. Risks incurring those situations or conditions described as unacceptable in the Executive Limitations policy entitled “Financial Condition and Activities.”
2. Omit credible projection of revenues and expenses, separation of capital and operational items, cash flow analysis, and disclosure of planning assumptions.
3. Provide less than the amount determined annually by the Council for the Council’s direct use during the year.

(I-E) FINANCIAL CONDITION AND ACTIVITIES

With respect to the actual, ongoing financial condition and activities, the City Manager may not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from Council priorities established in Ends policies.

The City Manager will not

1. Expend more funds than have been received in the fiscal year to date unless the Council’s debt guideline is met.
2. Incur debt in an amount greater than can be repaid by certain and otherwise unencumbered revenue with 60 days.
3. Use any long-term reserves.
4. Conduct inter-fund shifting in amounts greater than can be restored to a condition of discrete fund balance within 30 days.
5. Allow payables or receivables not to be settled within a reasonable time frame.
6. Allow tax payments or other government-ordered payments or filings to be overdue or inaccurately filed.
7. Make a single purchase or commitment of greater than \$50,000. Splitting orders to avoid this limit is not acceptable.
8. Acquire, encumber or dispose of real estate.

SECTION I: EXECUTIVE LIMITATIONS

(I-F) ASSET PROTECTION

The City Manager may not allow the City's assets to be unprotected, inadequately maintained, or unnecessarily risked.

The City Manager will not

1. Insure the organization's assets for less than one hundred percent of replacement value against theft, fire and casualty losses or insure against liability losses to Council members, staff, volunteers and the organization itself for less than the average for comparable organizations.
2. Allow personnel access to material amounts of funds.
3. Subject facilities and equipment to improper wear and tear or insufficient maintenance.
4. Unnecessarily expose the organization, its Council, or staff to claims of liability.
5. Receive, process or disburse funds under controls that are insufficient to meet the Council-appointed auditor's standards.
6. Make any purchase: (a) wherein normally prudent protection has not been given against conflict of interest; (b) of more than \$3,000 without having obtained comparative process and quality; (c) of more than \$7,500 without a stringent method of assuring the balance of long-term quality and cost. Orders shall not be split to avoid these criteria.
7. Allow property, information and files to be unprotected from loss or significant damage.
8. Allow information and files to be unprotected from cyber threats or threat
9. Invest or hold operating capital in insecure instruments, including uninsured checking accounts and bonds of less than an acceptable rating, or in non-interest bearing accounts except where necessary to facilitate ease in operational transactions.

(I-G) EMERGENCY CITY MANAGER SUCCESSION

In order to protect the Council from sudden loss of the City Manager Services, the City Manager shall not permit there to be less than one other person familiar enough with Council and City Manager issues and procedures to be able to maintain organization services.

SECTION I: EXECUTIVE LIMITATIONS

(I-H) COMPENSATION AND BENEFITS

With respect to employment, compensation, and benefits to employees, consultants, contract workers and volunteers, the City Manager shall not cause or allow jeopardy to fiscal integrity or public image.

The City Manager will not

1. Change the City Manager's own compensation and benefits, except as those benefits are consistent with a package for all other employees.
2. Promise or imply permanent or guaranteed employment.
3. Establish current compensation and benefits that deviate materially from the geographic or professional market for the skills employed.
4. Create obligations over a longer term than revenues can be safely projected.
5. Establish or change pension benefits so as to cause unpredictable or inequitable situations, including those that:
 - a) Incur unfunded liabilities,
 - b) Provides less than some basic level of benefits to all full-time employees, though differential benefits to encourage longevity are not prohibited,
 - c) Allow any employee to lose benefits already accrued from any foregoing plan, and
 - d) Treat the City Manager differently from other key employees.

(I-I) COMMUNICATION AND SUPPORT TO THE CITY COUNCIL

The City Manager shall not cause or allow the city council to be uniformed or unsupported in its work.

The City Manager will not

1. Neglect to submit monitoring data required by the Council according to its policy "Monitoring CM Performance" in a timely, accurate, and understandable fashion, directly addressing provisions of Council policies being monitored, and including City Manager interpretations consistent with the "Delegations to the City Manager" policy, as well as relevant data.
2. Let the Council be unaware of any significant incidental information it requires including anticipated adverse media coverage, threatened or pending lawsuits, and material internal and external changes.

SECTION I: EXECUTIVE LIMITATIONS

3. Allow the Council to be unaware that, in the City Manager's opinion, the Council is not in compliance with its own policies on Governance Process and Council-Management Delegation, particularly in the case of Council behavior which is detrimental to the work relationship between the Council and the City Manager.
4. Allow the Council to be without decision information required periodically by the council or let the council be unaware of relevant trends.
5. Present information in unnecessarily complex or lengthy form or in a form that fails to differentiate among information of three types: monitoring, decision preparation, and other.
6. Allow the Council to be without a workable mechanism for Council, officer, or committee communications.
7. Deal with the Council in a way that favors or privileges certain Council members over others, except when (a) fulfilling individual requests for information or (b) responding to officers or committees duly charged by the board.
8. Allow the Council to be unaware of any actual or anticipated noncompliance with any Ends or Executive Limitations policy of the Council regardless of the Council's monitoring schedule.
10. Endanger the city's public image, credibility, or its ability to accomplish Ends.

SECTION II: THE GOVERNANCE PROCESS

(II-A) GLOBAL GOVERNANCE PROCESS

The purpose of the City Council, on behalf of the residents of Corinth, is to see to it that the City of Corinth (a) achieves appropriate results for appropriate persons at an appropriate cost (as specified in council Ends policies), and (b) avoids unacceptable actions and situations as prohibited in Council Executive Limitations policies.

(II-B) GOVERNING STYLE

The City Council will govern lawfully, observing the principles of the Policy Governance model, with an emphasis on (a) outward vision rather than an internal preoccupation, (b) encouragement of diversity in viewpoints, (c) strategic leadership more than administrative detail, (d) clear distinction of Council and city manager roles, (e) collective rather than individual decisions, (f) future rather than past or present, and (g) proactivity rather than reactivity.

Accordingly,

1. The Council will cultivate a sense of group responsibility. The council, not the staff, will be responsible for excellence in governing. The Council will normally be the initiator of policy, rather than reacting to staff's proposals. The Council will not use the expertise of individual members to substitute for the judgment of the Council, although the expertise of individual members may be used to enhance the understanding of the Council as a body.
2. The Council will direct, control, and inspire the organization through the careful establishment of broadly written policies reflecting the Council's values and perspectives. The Council's major policy focus will be on the intended long-term external impacts of the organization.
3. The Council will enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as attendance, preparation for meetings, policy-making principles, respect of roles, and ensuring the continuance of governance capability. Although the council can change its governance process policies at any time, it will scrupulously observe those currently in force.
4. Continual Council development will include orientation of new members in the Council's governance process and periodic Council discussion of process improvement. The Council will provide mechanisms for educating others about their governance process.
5. The Council will monitor and discuss the Council's strategic (rather than administrative) process and performance at each meeting. Self-monitoring will include comparison of Council activity and discipline to policies in the Governance Process and Council-Management Delegation categories.
6. The Council will allow no officer, individual or committee of the Council to hinder or be an excuse for not fulfilling group obligations.

SECTION II: THE GOVERNANCE PROCESS

(II-C) COUNCIL JOB DESCRIPTION

Specific job outputs of the City Council, as an informed agent of the ownership, are those that ensure appropriate organizational performance.

Accordingly, the Council will provide

1. The linkage between the ownership and the operational organization.
2. Written governing policies that realistically address the broadest levels of organizational decisions and situations.
 - a. *Ends*: Organizational impacts, benefits, outcomes, recipients, beneficiaries, impacted groups, and their relative cost or priority.
 - b. *Executive Limitations*: Constraints on executive authority that establish the prudence and ethical boundaries within which all executive activity and decisions must take place.
 - c. *Governance Process*: Specification of how the Council conceives, carries out, and monitors its own tasks.
 - d. *Council-Management Delegation*: How power is delegated and its proper use monitored; the City Manager's role, authority, and accountability.
3. Assurance of successful organizational performance on Ends and Executive Limitations.

(II-D) COUNCIL MEMBERS' CODE OF CONDUCT

The Council commits itself and its members to ethical, businesslike and lawful conduct, including proper use of authority and appropriate decorum when acting as Council members.

1. Members must have loyalty to the resident's ownership, un-conflicted by loyalties to staff, other organizations, and any personal interest as a consumer.
2. Members must avoid appearance of impropriety conflict of interest with respect to their fiduciary responsibility.
 - a. There must be no self-dealing or business by a member with the organization. Members will annually disclose their involvements with other organizations, with vendors, or any associations that might be or might reasonably be seen as being a conflict.
 - b. When the Council is to decide upon an issue about which Council member has an unavoidable conflict of interest, that member shall withdraw without comment not only from the vote, but also from the deliberation.
 - c. Council members will not use their positions to obtain employment in the organization for themselves, family members or close associates. A Council member who applies for employment must wait two years following their service on the Council.

SECTION II: THE GOVERNANCE PROCESS

3. Council members may not attempt to exercise individual authority over the organization.
 - a. Members' interaction with the City Manager or with staff must recognize the lack of authority vested in individuals except when explicitly Council authorized.
 - b. Members' interaction with public, press or other entities must recognize the same limitation and the inability of any Council member to speak for the Council except explicitly stated Council decisions.
 - c. Except for participation in Council deliberation about whether the City Manager has achieved any reasonable interpretation of Council policy, members will not express individual judgments of performance of employees of the City Manager.
4. Members will respect the confidentiality appropriate to issues of a sensitive nature.
5. Members will be properly prepared for Council deliberation.
6. Members will support the legitimacy and authority of the final determination of the Council on any matter, irrespective of the members' personal position on the issue.

(II-E) CITY COUNCIL ENGAGEMENT

Based upon the necessity of regional, statewide and national involvement the council shall engage/participate in external organizations and activities which promote the ends of the City.

Accordingly,

1. The Mayor shall at minimum, participate in the following activities: _____, NLC policy committee or council, etc.
2. The Mayor Pro-Tem shall at a minimum, participate in the following activities in place of Mayor when not available: _____, NLC policy committee or council, etc.
3. Councilmember's based upon availability shall participate in regional and national activities such as NLC, TML Regional meetings, TML legislative policies, State legislative activities, NCTCOG, Lake Cities Chamber Luncheon, North Texas Commission, DCTA.

SECTION II: THE GOVERNANCE PROCESS

(II-F) ANNUAL PLANNING

To accomplish its job with a governance style consistent with Council policies, the Council will follow an annual agenda that (a) Completes a re-exploration of Ends policies annually (b) Continually improves Council performance through Council education and enriched input and deliberation.

1. The cycle will conclude each year no later than the last day of May so that administrative planning and budgeting can be based on accomplishing a one-year segment of the most recent statement of long-term Ends.
2. The cycle will start with the Council's development of its agenda for the next full year.
 - a. Consultations with selected groups in the ownership or other methods of gaining ownership input will be determined and arranged in the first quarter, to be held during the balance of the year.
 - b. Governance education and education related to Ends determination (e.g. presentations by industry experts, advocacy groups, staff and so on) will be arranged in the third quarter, to be held during the balance of the year.
 - c. Upon the request of two Council members, a request for an item for Council discussion may be submitted to the Mayor no later than ten days before the council meeting.
3. Throughout the year, the Council will attend to consent agenda items as expeditiously as possible.
4. City Manager compensation and evaluation will be decided during the month of March after a review of monitoring reports received in the previous year.
5. City Manager monitoring will be on the agenda based upon reports received since the previous meeting, or if plans must be made for direct inspection monitoring, or if arrangements for third-party monitoring must be prepared.

(II-G) MAYOR'S ROLE

The Mayor, a specially empowered member of the City Council, assures the integrity of the Council's process and, secondarily, represents the Council to outside parties.

1. The assigned result of the Mayor's job is that the Council behaves consistently with its own rules and those legitimately imposed upon it from outside the organization.
 - a. Meeting discussion content will be only those issues which, according to board policy, clearly belong to the Council to decide or to monitor.
 - b. Deliberation will be fair, open, and thorough, but also timely, orderly, and kept to the point.

SECTION II: THE GOVERNANCE PROCESS

- c. Information that is for neither monitoring performance nor Council decisions will be avoided or minimized and always noted as such.
2. The authority of the Mayor consists of making decisions that fall within the topics covered by Council policies on Governance Process and Council-Management Delegation with the exception of (a) Employment or termination of the City Manager (b) Where the Council specifically delegates portions of this authority to others. The Mayor is authorized to use any reasonable interpretation of the provisions in these policies. The Mayor is authorized to use any reasonable interpretation of the provisions in these policies.
 - a. The Mayor is empowered to chair Council meetings with all the commonly accepted power of that position (e.g. ruling, recognizing).
3. The Mayor has no authority to make decisions about policies created by the Council within Ends and Executive Limitations policy areas. Therefore, the Mayor has no authority to supervise or unilaterally direct the City Manager.
 - a. The Mayor may represent the Council to outside parties in announcing Council-stated positions and in stating Mayoral decisions and interpretations within the areas delegated to him or her. It is expected that this latter authority would be exercised sparingly and only in such times as the Council cannot timely deliberate the issue and is subject ultimately to Council review.
 - b. The Mayor may delegate this authority, but will remain accountable for its use.

(II-H) COUNCIL COMMITTEE PRINCIPLES

Council committees, when used, will be assigned to help the Council do its job, to reinforce the wholeness of the Council's job and so as never to interfere with delegation from Council to City Manager.

1. Council committees are to help the Council do its job, not to help or advise the staff. Committees ordinarily will assist the Council by preparing policy alternatives and implications for Council deliberation. In keeping with the Council's broader focus, Council committees will normally not have direct dealings with current staff operations.
2. Council committees may not speak or act for the Council except when formally given such authority for specific and time-limited purposes. Expectations and authority will be carefully stated in order not to conflict with authority delegated to the City Manager.
3. Council committees cannot exercise authority over staff. The City Manager works for the full Council, and will therefore not be required to obtain approval of a Council committee before an executive action.
4. Committees will be used sparingly and ordinarily in an ad-hoc capacity.

SECTION II: THE GOVERNANCE PROCESS

5. This policy applies to any group that is formed by Council action whether or not it is called a committee and regardless of whether the group includes Council members. It does not apply to committees formed under the authority of the City Manager.

(II-1) COST OF GOVERNANCE

The Council will invest in its governance capacity.

1. Council skills, methods, and supports will be sufficient to ensure governing with excellence.
 - a. Training and retraining will be used liberally to orient new Council members and candidates for Council membership, as well as to maintain and increase existing Council member skills and understandings.
 - b. Outside monitoring assistance will be arranged so that the Council can exercise confident control over organizational performance. This includes, but is not limited to, financial audit.
 - c. Outreach mechanisms will be used as needed to ensure the Council's ability to listen to owner viewpoints and values.
2. Costs will be prudently incurred, though not at the expense of endangering the development and maintenance of superior capability.
3. The Council will establish its cost of governance budget or the next fiscal year during the month of August.

SECTION III: COUNCIL-MANAGEMENT DELEGATION

(III-A) GLOBAL COUNCIL-MANAGEMENT DELEGATION

The Council's sole official connection to the operational organization, its achievements, and conduct will be through a chief executive officer, titled the City Manager.

(III-B) UNITY OF CONTROL

Only officially passed motions of the Council are binding on the City Manager.

1. Decisions or instructions of individual Council members, officers, or committees are not binding on the City Manager except in rare instances when the Council has specifically authorized such exercise of authority.
2. In the case of Council members or committees requesting information or assistance without Council authorization, the City Manager can refuse such requests that require, in the City Manager's opinion, a material amount of staff time or funds, or are disruptive.

(III-C) ACCOUNTABILITY OF THE CITY MANAGER

The City Manager is the Council's only link to operational achievements and conduct, so that all authority and accountability of staff, as far as the Council is concerned, is considered the authority and accountability of the City Manager.

1. The board will never give instructions to persons who report directly or indirectly to the City Manager.
2. The Council will not evaluate, either formally or informally, any staff other than the City Manager or other direct Council Appointees.
3. The Council will view City Manager performance as identical to organizational performance, so that organizational accomplishment of Council-stated Ends and avoidance of Council-proscribed means will be viewed as successful City Manager performance.

(III-D) DELEGATION TO THE CITY MANAGER

The Council will instruct the City Manager through written policies that prescribe the organizational Ends to be achieved, and describe organizational situations and actions to be avoided, allowing the City Manager to use any reasonable interpretation of these policies.

1. The Council will develop policies instructing the City Manager to achieve specified results, for specified recipients, at a specified cost. These policies will be developed systematically from the broadest, most general level to more defined levels, and will be called Ends policies. All issues that are not ends issues as defined here are means issues.

SECTION III: COUNCIL-MANAGEMENT DELEGATION

2. The Council will develop policies that limit the latitude the City Manager may exercise in choosing the organizational means. These limiting policies will describe those practices, activities, decisions, and circumstances that would be unacceptable to the board even if they were to be effective. Policies will be developed systematically from the broadest, most general level to more defined levels, and they will be called Executive Limitations policies. The Council will never prescribe organizational means delegated to the City Manager.
3. As long as the City Manager uses *any reasonable interpretation* of the Council's Ends and Executive Limitations policies, the City Manager is authorized to establish all further policies, make all decisions, take all actions, establish all practices, and develop all activities. Such decisions of the City Manager shall have full force and authority as if decided by the Council.
4. The Council may change its Ends and Executive Limitations policies, thereby shifting the boundary between Council and City Manager domains. By doing so, the Council changes the latitude of choice given to the City Manager. But so long as any particular delegation policy is in place, the Council and its members will respect and support the City Manager's choices.

(III-E) MONITORING EXECUTIVE PERFORMANCE

Systematic and rigorous monitoring of City Manager job performance will be solely against the only expected City Manager job products: organizational accomplishment of Council policies on Ends and organizational operation within the boundaries established in Council policies on Executive Limitations.

1. Monitoring is simply to determine the degree to which Council policies are being met. Information that does not do this will not be considered to be monitoring data.
2. The Council will acquire monitoring information by one or more of three methods:
 - a. By INTERNAL REPORT: in which the City Manager discloses interpretations and compliance information to the Council.
 - b. By EXTERNAL REPORT: in which an external, disinterested third party selected by the council assess compliance with Council policies.
 - c. By DIRECT COUNCIL INSPECTION: in which a designated Council member or members of the Council assess compliance with the City Manager's interpretation of the appropriate policy criteria.
3. In every case, the Council will judge (a) the reasonableness of the City Manager's interpretation and (b) whether data demonstrate accomplishment of the interpretation.
4. The standard for compliance shall be *any reasonable City Manager interpretation* of the Council policy being monitored. The Council is final arbiter of reasonableness, but will always judge with a "reasonable person" test rather than with interpretations favored by Council members or by the Council as a whole.

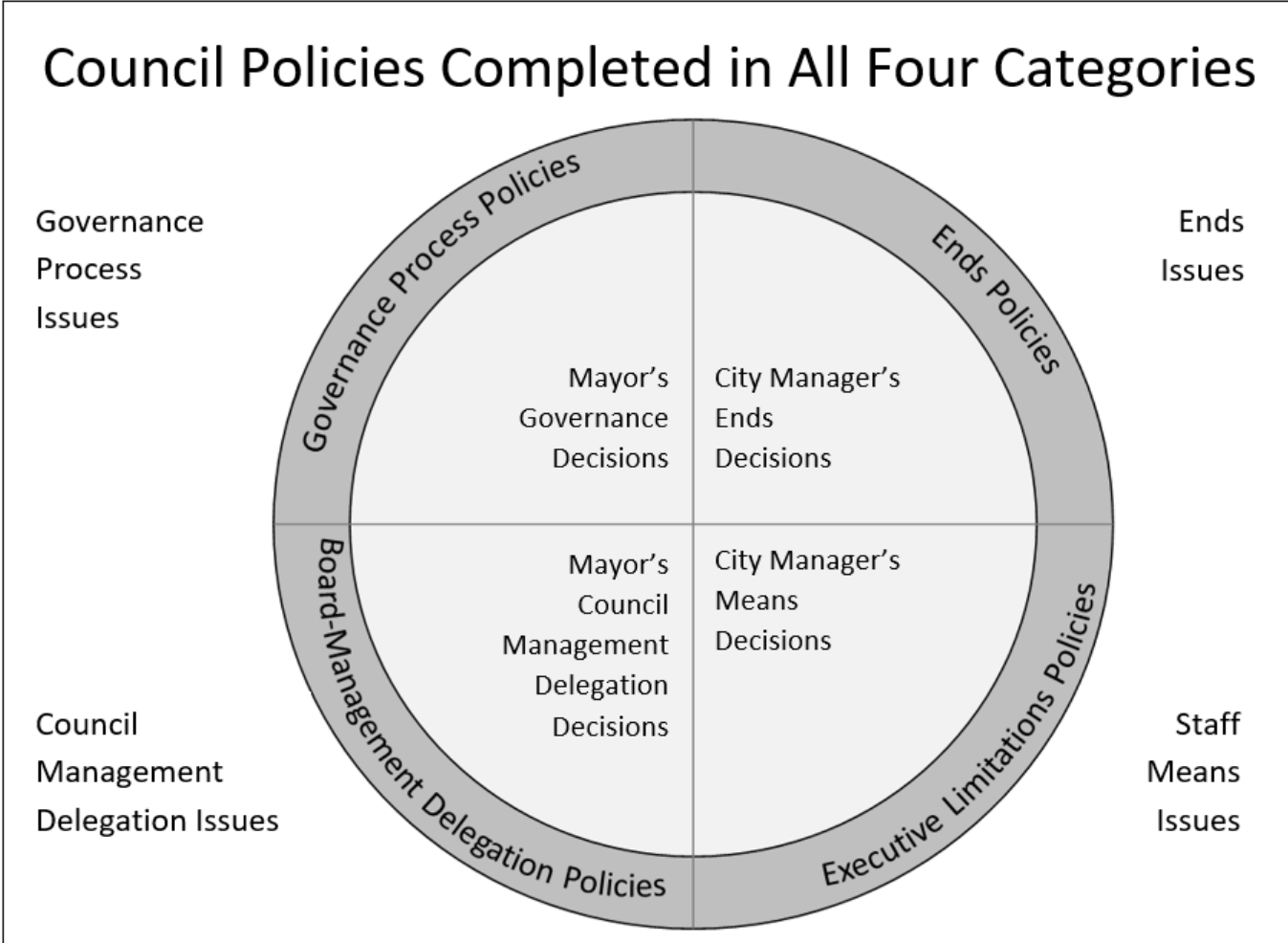
SECTION III: COUNCIL-MANAGEMENT DELEGATION

5. All policies that instruct the City Manager will be monitored at a frequency and by a method chosen by the Council. The Council can monitor any policy at any time by any method, but will ordinarily

Policy	Method	Frequency	Month
<i>Global Executive Constraint</i>	Internal	Annually	March
<i>Emergency City Manager Succession</i>	Internal	Annually	March
<i>Treatment of Customers</i>	Internal	Annually	May
<i>Treatment of Staff</i>	Internal	Annually	May
<i>Ends</i>	Internal Balanced Scorecard reporting	Quarterly & Annually	May
<i>Communication and Support</i>	Direct Inspection	Annually	June
<i>Financial Planning/ Budgeting</i>	Internal	Quarterly	June - August
<i>Compensation and Benefits</i>	Internal External	Annually	June - August
<i>Asset Protection</i>	Internal	Annually	August
<i>Financial Condition and Activities</i>	Internal (Budget)	Annually	August
	External (Audit)	Annually	March

depend on a routine schedule as follows:

ATTACHMENT (A): CATEGORIZED BOARD POLICIES



ATTACHMENT (B): DOCUMENT UPDATE HISTORY

Date of Last Update	Pages Updated	Description
	All	Document restructure, policy numbers added, table of contents added, page numbers added

CITY OF CORINTH
Staff Report

Meeting Date:	5/20/2021	Title:	Review of Video Streaming Options
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>		

Item/Caption

Review and provide Staff guidance on options for video streaming and remote participation for City Council, Board, and Commission meetings.

Item Summary/Background/Prior Action

With the state provisions permitting virtual/teleconference meetings during COVID-19 coming to a close this summer, City Staff is requesting guidance from Council on what the long-term goal is for providing video streaming and remote participation for residents for City Council, Board, and Commission meetings.

Staff has provided a one-way video stream so that anyone may watch the live meeting, but not participate. Should the resident desire to speak during the Citizens Comments or Public Hearing portions of the meeting, he or she may join the Zoom session provided and request to be unmuted. This information is conveyed on the address advertised on the agendas: <https://www.cityofcorinth.com/RemoteSession>

Section 551.128 of the Texas Open Meetings Act requires that cities provide a video and audio recording of their meetings over the internet but give an exception to home-rule municipalities with a population under 50,000 (subsection b-1), so Corinth is not legally obligated to provide this video stream.

Streaming live video service is an ownership question as to the level of meeting access council wishes to provide residents/owners. Customers or stakeholders may benefit from the meeting access, but the council’s focus is on owners only. Hence the underlying question is what benefit for whom at what cost? The benefit is for owners at an annual cost of approximately \$16,000.

Financial Impact

There are hosting and licensing costs associated with the solution that is currently in place. The Zoom Webinar format the City uses for the remote participation costs \$1,880 annually. The SwagIt video streaming service costs \$14,160 annually, with those costs beginning in 2022.

CITY OF CORINTH
Staff Report

Meeting Date:	5/20/2021	Title: Proclamation Denton County Mental Health Month
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Proclamation Supporting Denton County’s Mental Health Month, May 2021, and Children’s Mental Health Awareness Day, May 7, 2021.



Proclamation

Mental Health Month in the City of Corinth 2021

WHEREAS addressing the complex mental health needs of children, youth, and families 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 that of their families and fellow citizens and are proud to support observances such as Mental Health Month and Children's Mental Health Awareness Day; and

WHEREAS one in five adults has a diagnosable mental health condition; and

WHEREAS only half of Denton County parents are not familiar with mental health services in their community; and

WHEREAS the need for comprehensive, coordinated mental health 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 burden of mental health 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, United Way of Denton County and the Wellness Alliance for Total Children's Health of Denton County led by Cook Children's, through their unique partnership and prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, 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 mental health education and the support of treatment and recovery; and

WHEREAS it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and

THEREFORE, BE IT RESOLVED that, I, Bill Heidemann, Mayor of the City of Corinth, do hereby proclaim:

May 2021 as *Mental Health Month* and May 7th, 2021 as *Children's Mental Health Awareness Day* and I call upon our citizens and all agencies and organizations interested in meeting every person's mental health needs to unite this month in the observance of such exercises as will commit the people of Corinth to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people mental health conditions.

Signed this 20th day of May 2021.

Bill Heidemann, Mayor
City of Corinth, Texas

CITY OF CORINTH
Staff Report

Meeting Date:	5/20/2021	Title: Minutes
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Consider and act on minutes from March 18, 2021, April 1, 2021, April 15, 2021.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.

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

On this, the 18th day of March 2021, the City Council of the City of Corinth, Texas, met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lana Wylie, City Secretary
Patricia Adams, Messer – Fort – McDonald
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Jason Alexander, Economic Development Corporation Director
Glenn Barker, Public Works Director
Helen-Eve Beadle, Planning & Development Director
George Marshall, City Engineer
Michelle Mixell, Planning & Development Manager
Miguel Inclan, Planner
Michael Ross, Fire Chief
Jerry Garner, Police Chief
Shea Rodgers, Chief Technology Officer
James Trussell, Multi-Media Video Production Intern
Lance Stacy, City Marshal

CALL TO ORDER:

Mayor Heidemann called the meeting to order at 5:45 P.M. and immediately convened into Closed Session. Mayor Heidemann recessed Closed Session at 6:55 P.M. and reconvened into the Workshop Session at 6:58 P.M.

WORKSHOP BUSINESS AGENDA:

- 1. Discuss the after-action review following the winter storm and emergency operations response.**

City Manager Hart updated the City Council on the final review of the Emergency Operations Center (EOC) team. This was the first time it had been activated in the city. For operations, the lack of a tier one designation for the water pump station. You are subject to rolling blackouts, but you are subject to load shedding. Cell phone service was problematic which caused difficulty contacting staff. The early focus was street preparation. The Public Works staff was prepared with sand. We were not prepared for the electric

damage or extended electrical outages. We experienced communication issues with Oncor. Fuel and diesel shortages were a problem with Police, Fire, and Public Works. We also lacked with back-up power sources, the water tower failure at the elevated storage tank. We handled the increased call volume effectively and the Fire Department assisted with resident emergency shut offs. Public Works received 280 calls in five days. The Fire Department receives 290 – 300 calls per month. They received 365 calls during the storm. The city has two backup generators to handle eleven lift stations. City Hall’s generator only services IT Servers. There is no generator for Public Works or the SCADA System, which is the system to monitor water levels. Fire House No. 2 does not have a generator. The EOC Operations may need an Emergency Management Coordinator. Currently this is assigned to the assistant chiefs. The emergency management manual is one that is connected to Denton County. Everyday items like batteries and printers were needed. Portable radios may be useful since cell service was intermittent. Accommodations for employees who stayed 24-96 hours.

2. 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.

There was no discussion on regular session items.

CLOSED SESSION

The City Council convened in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

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

a. Agenda Item 10.

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

a. Being approximately 13.738 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R. (N)

b. Being approximately 6.504 acres of land, more or less, located in the Metroplex Cabinets Addition, Block A, Lot 1, City of Corinth, Denton County, Texas. (H)

c. 0.177 acres (7,719 sq. feet), more or less, Right-of-Way located at 3404 Dobbs Rd, Corinth TX, 76208, H. Garrison Survey, Abstract No. 507, Tract 7 (as more fully described in Exhibit “A1” of the proposed resolution for this item);

d. 0.146 (6,361 sq. feet), more or less, Temporary Construction Easement at 3404 Dobbs Rd, Corinth TX, 76208, H. Garrison Survey, Abstract No. 507, Tract 7 (as more fully described in Exhibit “A2” of the proposed resolution for this item);

e. 0.021 acres (911 sq. feet), more or less, Right-of-Way located at 6801 S. I-35E Corinth TX, 76210, H. Garrison Survey, Abstract 507, Tract 8 (as more fully described in Exhibit “B1” of the proposed

resolution for this item); and

f. 0.027 acres (1,181 sq. feet), more or less, permanent water line easement located at 6801 S. I-35 E Corinth T, 76210, H. Garrison Survey, Abstract No. 507, Tract 8 (as more fully described in Exhibit “B2” of the proposed resolution for this item),

Section 551.074. 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.

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

A. Project Agora

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

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

ADJOURN:

Mayor Heidemann adjourned the workshop session at 7:21 P.M.

AYES:

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas

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

On this, the 18TH day of March 2021, the City Council of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

- Bob Hart, City Manager
- Lana Wylie, City Secretary
- Patricia Adams, Messer – Fort – McDonald
- Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
- Jason Alexander, Economic Development Corporation Director
- Glenn Barker, Public Works Director
- Helen-Eve Beadle, Planning & Development Director
- George Marshall, City Engineer
- Michelle Mixell, Planning & Development Manager
- Miguel Inclan, Planner
- Michael Ross, Fire Chief
- Jerry Garner, Police Chief
- Shea Rodgers, Chief Technology Officer
- James Trussell, Multi-Media Video Production Intern
- Lance Stacy, City Marshal

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

Mayor Heidemann called the meeting to order at 7:22 P.M. The Invocation was delivered by Council Member Garber, followed by the Pledge of Allegiance and the Texas Pledge.

CONSENT AGENDA

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

1. Consider and take action to Ratify ambulance Resolution 21-02-05-11 authorizing the financing of an ambulance.
2. Consider and Act on an Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the Lake Cities Fire Department for fiscal year, October 1, 2021-September 30, 2022.

- 3. Consider and Act on an Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between the Denton County Sheriff’s Office and the City of Corinth Police Department for the fiscal year, October 1, 2021-September 30, 2022.

Council Member Garber – Move to approve the Consent Agenda as presented. Mayor Pro Tem Burke seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
 NOES: None
 ABSENT: None

MOTION CARRIED

CITIZENS COMMENTS:

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 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. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.

Sharon Conroy of 1910 Ainsley Court - First I want to say thank you to all of you who serve our city. We appreciate your time, your diligence, your consideration for improving our community; and that is a sincere statement. I don't think Mike and I have ever been as cold as we were, so we became concerned citizens, but knowing it certainly wasn't your fault. We are here concerning item number four which is not going to be discussed. We were concerned for our schools, for the traffic, and for the children who will be affected, the influx if number four comes through. That is our concern, as prior school teachers, and in my husband's case, administrator. Children are of our utmost concern. We just are concerned about the schools being flooded with too many people in a small area, and the traffic and concern for the children's safety. That is our point and evidently, you're not going to discuss it tonight. So, thank you for serving, we appreciate you all. And we will be here in the future. You can count on us to be activated citizens. We are not going to sit by anymore and not pay attention.

PUBLIC HEARING:

- 4. The Avilla Fairways Public Hearing posted for the rezoning application (P ZAPD20-0004) has been cancelled at the request of the applicant, NexMetro Communities on behalf of the owner, Endeavor Energy Resources, LP. The property is approximately 24.595 acres of land within the A.H. Serren Survey, Abstract No. 1198 and the B. Merchant Survey, Abstract No. 800, City of Corinth, Denton County, Texas and generally located at the northwest corner of Lake Sharon Drive and Oakmont Drive and east of FM 2499.
- 5. Conduct a Public Hearing and take action on an Ordinance amending the Comprehensive Zoning Ordinance and the Zoning District Map as requested by the Applicant, Manhard Consulting on behalf of the owner, Corinth 12 Joint Venture, to amend the zoning classification from C-1 Commercial to a Planned Development, with a base zoning district of MF-3, Multi-Family Residential, on an approximately ±12.545 acres of land legally described as Pinnell Subdivision, Block 1, Lots 16, 17, 18, and an adjacent tract consisting of approximately 0.436 acres of abandoned right-of-way recorded in County Clerks File Number 31846, Denton County, Texas Real

Property Records. The property is situated in the H.H. Swisher Survey, Abstract 1220, Corinth, Texas and is generally located north of FM 2181, west of Garrison Road, east of Poseidon Drive, and south of Cliff Oaks Drive. (Landmark at Tower Ridge PD ZAPD20-0002)

- Staff Presentation
- Applicant Presentation
- Public Hearing
- Response by Applicant
- Response by Staff
- Take Action

The item was presented, and discussion followed.

Mayor Heidemann open the Public Hearing at 7:51 P.M. and closed the Public Hearing at 7:52 P.M.

Mayor Pro Tem Burke moved to approve the ordinance amend the Comprehensive Zoning Ordinance and the Zoning District Map as requested by the applicant. Council Member Henderson seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens

NOES: None

ABSENT: None

MOTION CARRIED

6. Conduct a public hearing on Ordinance No. 21-03-18-06 amending the boundaries of Tax Increment Reinvestment Zone Number Two, City of Corinth, Texas (“TIRZ No. 2”), to remove approximately 318.85 acres of land, known as Areas 3 and 8, from the boundaries of TIRZ No. 2 in accordance with the provisions of Chapter 311 of the Texas Tax Code, as amended.

The item was presented, no discussion followed.

Mayor Heidemann open the Public Hearing for Items 6 & 7 at 7:56 P.M., and closed it at 7:57 P.M. Action will be taken for this item during the Business Agenda.

7. Conduct a public hearing on Ordinance No. 21-03-18-07 relating to the creation and designation of non-contiguous geographic area as Tax Reinvestment Zone Number Three, City of Corinth, Texas (“TIRZ No. 3”), to promote new development and investment in accordance with the provisions of Chapter 311 of the Texas Tax Code, as amended, and other matters related to the creation of TIRZ 3.

The item was presented, no discussion followed.

Mayor Heidemann opened the Public Hearing for Items 6 and 7 at 7:56 P.M., closed it at 7:57 P.M. Action will be taken for this item during the Business Agenda.

Business Agenda

8. Hear a presentation, discuss and take appropriate action to accept the annual external audit and the Annual Comprehensive Financial Report presented by Eide Bailly, LLP.

The item was presented, no discussion followed.

Mayor Pro Tem Burke moved to accept the annual external audit and the Annual Comprehensive Financial Report. Council Member Henderson seconded the motion.

- AYES: Burke, Garber, Holzwarth, Henderson, Pickens
- NOES: None
- ABSENT: None

MOTION CARRIED

9. Hear a presentation, discuss and take appropriate action to Accept the Single Audit for fiscal year ending September 30, 2020.

The item was presented, no discussion followed.

Mayor Pro Tem Burke moved to accept the Single Audit for fiscal year ending September 30, 2020. Council Member Henderson seconded the motion.

- AYES: Burke, Garber, Holzwarth, Henderson, Pickens
- NOES: None
- ABSENT: None

MOTION CARRIED

10. Consider and act on a request by the Applicant, NexMetro Communities, to remand the rezoning request back to the Planning and Zoning Commission for reconsideration. The property is approximately 24.595 acres of land within the A.H. Serren Survey, Abstract No. 1198 and the B. Merchant Survey, Abstract No. 800, City of Corinth, Denton County, Texas and generally located at the northwest corner of Lake Sharon Drive and Oakmont Drive and east of FM 2499. (Avilla Fairways PD ZAPD20-0004).

The item was presented, and discussion followed.

Mayor Pro Tem Burke moved to remand Rezoning request PD ZAPD20-0004 back to the Planning and Zoning Commission as requested by the applicant NexMetro to allow P&Z to continue working with the applicant to review their revised proposal and to address concerns raised by the P&Z Commission and citizens. Council Member Pickens seconded the motion.

- AYES: Burke, Garber, Holzwarth, Henderson, Pickens
- NOES: None
- ABSENT: None

MOTION CARRIED

11. Consider and act on Ordinance No. 21-03-18-06 amending the boundaries of Tax Increment Reinvestment Zone Number Two, City of Corinth, Texas (“TIRZ No. 2”) to remove approximately 318.85 acres of land, known as Areas 3 and 8; providing for the incorporation of premises; providing for a boundary amendment; and providing an effective date.

The item was presented, no discussion followed.

Mayor Pro Tem Burke moved to approve Ordinance No. 21-03-18-06 amending the boundaries of Tax Increment Reinvestment Zone Number Two, City of Corinth, Texas (“TIRZ No. 2”) to remove approximately

318.85 acres of land, known as Areas 3 and 8; providing for the incorporation of premises; providing for a boundary amendment; and providing an effective date. Council Member Pickens seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

12. Consider and act on Ordinance No. 21-03-18-07 creating Tax Reinvestment Zone Number Three, City of Corinth, Texas (“TIRZ No. 3”); providing for effective and expiration dates of TIRZ 3; providing boundaries for TIRZ 3; establishing the tax increment base and tax increment for TIRZ 3; and providing an effective date.

The item was presented, no discussion followed.

Council Member Henderson moved to approve Ordinance No. 21-03-18-07 creating Tax Reinvestment Zone Number Three, City of Corinth, Texas (“TIRZ No. 3”); providing for effective and expiration dates of TIRZ 3; providing boundaries for TIRZ 3; establishing the tax increment base and tax increment for TIRZ 3; and providing an effective date. Council Member Pickens seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

13. Consider and take appropriate action on previously adopted city ordinances and disaster declarations as necessary to comply with Governor Abbott Executive Order GA34 relative to COVID-19 and to continue necessary disaster operations by the City.

The item was presented, no discussion followed.

Council Member Garber moved to approve Ordinance No. 21-03-18-10 as presented. Mayor Pro Tem Burke seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

14. Consider and act on Ordinance 21-03-18-09 of the City of Corinth approving an amendment to the fiscal year 2020-2021 budget and annual program of services to provide expenditures of funds for emergency supplies and equipment related to the February 2021 winter storm; and providing an effective date.

The item was presented, and discussion followed.

Council Member Garber moved to approve Ordinance 21-03-18-09 of the City of Corinth approving an amendment to the fiscal year 2020-2021 budget and annual program of services to provide expenditures of funds for emergency supplies and equipment related to the February 2021 winter storm; and providing an effective date. Mayor Pro Tem Burke seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

15. Consider and act on a resolution of the City Council of the City of Corinth, Texas, finding that a public necessity exists to acquire rights-of-way, water line easement and temporary construction easement for road and utilities purposes and other public uses, which properties are generally described as being located at 3404 Dobbs Rd, Corinth, Texas, which is more particularly described as a portion of land in the H. Garrison Survey, Abstract 507, Tract 7, and properties located at 6801 S. I-35E, Corinth, Texas, which is more particularly described as a portion of land in the H. Garrison Survey, Abstract 507, Tract 8, all located in Denton County, Texas; providing notice of an official determination to acquire real properties by eminent domain for road and utilities purposes and other public uses; authorizing the city manager or his designee to obtain the necessary appraisal reports and make bone fide offers of just compensation for the herein described properties; ratifying prior documents made and actions taken for acquisition of the properties therein described; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the properties herein described if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause; and providing for an effective date.

The item was presented, and discussion followed.

Mayor Pro Tem Burke moved to approve Resolution No. 21-03-18-12 Corinth authorizing the use of the power of eminent domain to acquire tracts of land containing: 0.177 acres (7,719 sq. feet), more or less, Right-of-Way located at 3404 Dobbs Rd, Corinth TX, 76208, H. Garrison Survey, Abstract No. 507, Tract 7 (as more fully described in Exhibit "A1" of the proposed resolution for this item);

0.146 (6,361 sq. feet), more or less, Temporary Construction Easement at 3404 Dobbs Rd, Corinth TX, 76208, H. Garrison Survey, Abstract No. 507, Tract 7 (as more fully described in Exhibit "A2" of the proposed resolution for this item);

0.021 acres (911 sq. feet), more or less, Right-of-Way located at 6801 S. I-35E Corinth TX, 76210, H. Garrison Survey, Abstract 507, Tract 8 (as more fully described in Exhibit "B1" of the proposed resolution for this item); and

0.027 acres (1,181 sq. feet), more or less, permanent water line easement located at 6801 S. 1-35 E Corinth TX, 76210, H. Garrison Survey, Abstract No. 507, Tract 8 (as more fully described in Exhibit "B2" of the proposed resolution for this item), for the municipal functions of road and utilities purposes and other public uses and adopt Resolution No. 21-03-18-12. Council Member Henderson seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

that an item be added as a business item to any future agenda.

Council Member Henderson complimented Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director, and her staff for the seamless audit process with the external auditors.

Council Member Pickens welcomed new Public Works Director, Glenn Barker.

City Manager Hart introduced Glenn Barker.

There was no closed session during the Regular meeting.

CLOSED SESSION

The City Council will convene in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

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

a. Agenda Item 10.

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

a. Being approximately 13.738 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R. (N)

b. Being approximately 6.504 acres of land, more or less, located in the Metroplex Cabinets Addition, Block A, Lot 1, City of Corinth, Denton County, Texas. (H)

c. 0.177 acres (7,719 sq. feet), more or less, Right-of-Way located at 3404 Dobbs Rd, Corinth TX, 76208, H. Garrison Survey, Abstract No. 507, Tract 7 (as more fully described in Exhibit "A1" of the proposed resolution for this item);

d. 0.146 (6,361 sq. feet), more or less, Temporary Construction Easement at 3404 Dobbs Rd, Corinth TX, 76208, H. Garrison Survey, Abstract No. 507, Tract 7 (as more fully described in Exhibit "A2" of the proposed resolution for this item);

e. 0.021 acres (911 sq. feet), more or less, Right-of-Way located at 6801 S. I-35E Corinth TX, 76210, H. Garrison Survey, Abstract 507, Tract 8 (as more fully described in Exhibit "B1" of the proposed resolution for this item); and

f. 0.027 acres (1,181 sq. feet), more or less, permanent water line easement located at 6801 S. I-35 E Corinth T, 76210, H. Garrison Survey, Abstract No. 507, Tract 8 (as more fully described in Exhibit "B2" of the proposed resolution for this item),

Section 551.074. 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.

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

a. Project Agora

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

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

ADJOURN:

Mayor Heidemann adjourned the meeting at 8:26 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas

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

On this, the 1st day of April 2021, the City Council of the City of Corinth, Texas, met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Patricia Adams, Messer – Fort – McDonald
Lana Wylie, City Secretary
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Jason Alexander, Economic Development Corporation Director
Glenn Barker, Public Works Director
Helen-Eve Beadle, Planning & Development Director
George Marshall, City Engineer
Miguel Inclan, Planner
Shea Rodgers, Chief Technology Officer
James Trussell, Multi-Media Video Production Intern

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA:

1. Continue the discussion on policy governance from a presentation at the February 18, 2021, Council meeting.

City Manager Bob Hart lead a policy governance discussion on the topic of executive limitations, customers, owners, and stakeholders. This conversation used the example of whether certain city vehicles, including police cars, should be marked in accordance with state law. This concept can be used in future discussions, such as street repairs and budget workshops, to help determine which policies and decisions would most benefit the residents of Corinth as opposed to certain other parties or stakeholders.

2. Receive a presentation, hold a discussion and provide staff direction on the master plan for the Commons at Agora.

Ann Podeswa from TBG summarized the community desire regarding Project Agora. Community

survey results included an open gathering space, activity areas, restaurants, and shopping. Possible entry areas and a nature buffer were also discussed as responses from the community. Brent Wallace from NCTC spoke briefly after TBG's presentation commenting that NCTC looks forward to cross-collaboration with the City.

3. Receive a presentation, hold a discussion on the new agenda management and voting system.

Shea Rodgers presented information on cyber-security training, then discussed the new voting system. The new voting system will allow council members to vote electronically and remotely. Test votes were conducted.

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.

There was no discussion on regular session items.
There was no closed session during the workshop session.

CLOSED SESSION

The City Council convened in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

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

a. Claim and litigation threat - CNL Brothers.

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

a. Being approximately 13.738 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R. (N)

b. Being approximately 6.504 acres of land, more or less, located in the Metroplex Cabinets Addition, Block A, Lot 1, City of Corinth, Denton County, Texas. (H)

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

Section 551.074. 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. Presiding Municipal Court Judge Appointment

Section 551.087. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have

locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

A. Project Agora

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

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

ADJOURN:

Mayor Heidemann adjourned the workshop session at 7:43 P.M.

AYES:

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas

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

On this, the 1st day of April 2021, the City Council of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Patricia Adams, Messer – Fort – McDonald
Lana Wylie, City Secretary
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Jason Alexander, Economic Development Corporation Director
Glenn Barker, Public Works Director
Helen-Eve Beadle, Planning & Development Director
George Marshall, City Engineer
Miguel Inclan, Planner
Shea Rodgers, Chief Technology Officer
James Trussell, Multi-Media Video Production Intern

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

Mayor Heidemann called the meeting to order at 7:35 P.M. The Invocation was delivered by City Manager Hart, followed by the Pledge of Allegiance and the Texas Pledge.

CONSENT AGENDA

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

1. Consider and act on Ordinance No. 21-04-01-11, an Ordinance of the City Council of the City of Corinth, Texas, amending Section 7, "Early Voting", of Ordinance No. 21-02-11-02 calling a Joint Special Election to be held on May 1, 2021; and providing an effective date.

Council Member Henderson – Move to approve the Consent Agenda as presented. Council Member Garber seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

CITIZENS COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 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. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.

There were no citizen comments.

BUSINESS AGENDA

- 2. Consider and act upon the Alternative Compliance Application for Tree Preservation on ± 0.65 acres located at 2202 Creekedge Court, Lake Bluff Estates Phase I, Block 1 Lot 48 (AC21-0005).

The item was present, no discussion followed.

Council Member Burke – Move to approve the Alternative Compliance Application for Tree Preservation as presented. Council Member Pickens seconded the motion.

- AYES: Burke, Garber, Holzwarth, Henderson, Pickens
- NOES: None
- ABSENT: None

MOTION CARRIED

- 3. Consider and act upon a Development Agreement with MDA Development on the "Magnolia Center" development project for the purpose of up-sizing proposed waterlines from 8" to 12" to serve the future needs of the City of Corinth: and authorize the City Manager to execute any necessary documents.

The item was present, no discussion followed.

Council Member Burke – Move to approve the Development Agreement with MDA Development as presented. Council Member Garber seconded the motion.

- AYES: Burke, Garber, Holzwarth, Henderson, Pickens
- NOES: None
- ABSENT: None

MOTION CARRIED

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.

City Manager Bob Hart made an announcement reminding the Council that the United Way of Denton County Gala will be on Saturday, May 8th, and that there are four seats available.

Council Member Pickens reminded everyone that Apricus will have a Ribbon Cutting and Grand Opening on April 8th at 6:00pm. The location is by Millennium Place.

**Mayor Heidemann recessed the Regular Session at 7:48 P.M.
and convened into Closed Session at 7:50 P.M.**

CLOSED SESSION

The City Council will convene in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

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

a. Claim and litigation threat - CNL Brothers.

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

a. Being approximately 13.738 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R. (N)

b. Being approximately 6.504 acres of land, more or less, located in the Metroplex Cabinets Addition, Block A, Lot 1, City of Corinth, Denton County, Texas. (H)

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

Section 551.074. 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. Presiding Municipal Court Judge Appointment

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

a. Project Agora

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

Mayor Heidemann recessed Closed Session at 8:52 P.M.
and immediately reconvened back into regular session.

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

- a. Being approximately 13.738 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R. (N)

Council Member Burke – Move to authorize the City Manager to enter into a contract with NCTC to purchase approximately 13.738 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R in the amount of \$1,645,700. Council Member Holzwarth seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

ADJOURN

Mayor Heidemann adjourned the meeting at 8:56 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas



CITY COUNCIL WORKSHOP & REGULAR SESSION - MINUTES

Thursday, April 15, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

STATE OF TEXAS
 COUNTY OF DENTON
 CITY OF CORINTH

On this, the 15th day of April 2021, the City Council of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 7:00 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
 Kelly Pickens, Council Member
 Steve Holzwarth, Council Member
 Tina Henderson, Council Member

Staff Members Present:

Bob Hart, City Manager
 Patricia Adams, Messer – Fort – McDonald
 Lana Wylie, City Secretary
 Jerry Garner, Police Chief
 Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
 Jason Alexander, Economic Development Corporation Director
 Glenn Barker, Public Works Director
 George Marshall, City Engineer
 Shea Rodgers, Chief Technology Officer
 James Trussell, Multi-Media Video Production Intern
 Lance Stacy, City Marshal

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

Mayor Heidemann called the meeting to order at 5:45 P.M. The invocation was delivered by Council Member Garber, followed by the Pledge of Allegiance and the Texas Pledge.

B. WORKSHOP AGENDA

1. Receive a report and hold a discussion on the agenda management system.

The item was presented. Staff responded to questions about navigating through the agenda.

2. Receive a report, hold a discussion, and provide direction on the Coronavirus (COVID-19) Readiness Response Plan.

The item was presented, no discussion took place.

3. Receive a presentation and hold a discussion on the Fugro Street Assessment Report.

The item was presented by Sirous Alavi, the Training Engineering Manager for Fugro. He engaged in discussion with staff and the City Council regarding the report.

4. Hold a discussion on the speed limits on certain streets within the City of Corinth.

This item was not discussed.

5. Receive a report and hold a discussion on ongoing projects within the city, including Capital Improvement Projects and projects being performed/designed by developers and TxDOT.

The item was presented and discussed.

6. Continue the discussion on policy governance from a presentation at the March 18, 2021, City Council meeting.

This item was not discussed.

7. 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.

Council Member Henderson inquired about Item 13. Staff provided the information.

C. CITIZENS COMMENTS

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

Kenneth Henseler, of 1413 Loma Linda Terrace, Corinth, addressed the City Council regarding drainage issues on his street. He asked for assistance or guidance from the City and City Council.

Staff will contact Mr. Henseler.

D. CONSENT AGENDA

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

8. Consider and act on minutes from the February 18, 2021, emergency session.

9. Consider and act on minutes from the February 18, 2021, workshop session.

10. Consider and act on minutes from the February 18, 2021, regular session.

11. Consider and act on minutes from the March 2, 2021, Joint Workshop Session.

12. Consider and act on the contract appointing Gilland Chenault as Presiding Municipal Judge for the City of Corinth Municipal Court of Record.

13. Consider and act on an Ordinance of the City of Corinth amending Ordinance No. 20-09-24-31 adopting the fiscal year 2020-2021 City of Corinth Budget and Annual Program of Services to establish the Economic Development Foundation Fund to appropriate and transfer monies from the General Fund to the Economic Development Foundation in order to provide for the funding of the purchase of land and related closing costs; and providing an effective date.
14. Consider and act on a Reimbursement Agreement between the City and Corinth Economic Development Foundation.

There was no discussion on the consent agenda.

Motion made by Garber to approve as presented, Seconded by Pickens.

Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

E. BUSINESS AGENDA

15. Consider approval of Ordinance 21-04-15-12 altering the speed limits on certain streets within the City of Corinth; authorizing the City Manager to cause the erection of signs providing notice of the new speed limits.

The item was presented and discussion followed. The Council requested reconsideration to lower the speed limit of the section of Post Oak from I-35E to Robinson Road.

Motion by Burke, to approve Ordinance 21-04-15-12, altering the prima facie speed limits on certain streets within the City of Corinth; authorizing the City Manager to cause the erection of signs providing notice of the new speed limits, with the amendment of Post Oak Road staying at 35mph, Seconded by Garber.

Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

16. Consider approval of entering into a professional engineering design and surveying contract with Jones|Carter for the street and utility infrastructure surrounding the Agora Park and Transit Oriented Development in the amount of \$528,450.00; and authorizing the City Manager to execute any necessary documents.

The item was presented and discussed.

Motion by Garber to approve entering into a professional engineering design and surveying contract with Jones|Carter for the street and utility infrastructure surrounding Agora Park and the Transit Oriented Development in the amount of \$528,450.00; and authorizing the City Manager to execute any necessary documents., Seconded by Burke.

Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

17. Consider and act on approval of a masterplan prepared by TBG Partners for designing and constructing the Commons at Agora.

The item was presented and discussed.

Motion made by Henderson to approve the masterplan as prepared by TBG Partners for design and constructing The Commons at Agora, Seconded by Garber.

Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

18. Consider and act on the appointment to the Board of Directors for the Upper Trinity Regional Water District.

The item was presented, and discussion followed.

Motion made by Burke to reappoint Bob Hart to the Upper Trinity Regional Water District Board of Directors for the term of four years, Seconded by Pickens.

Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

19. Consider and act on appointments to the Corinth Economic Development Foundation.

The item was presented, there was no discussion.

Motion made by Burke to approve as presented, Seconded by Henderson.

Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

20. Consider and act on a Resolution nominating one candidate to the slate of nominees for the Board of Managers of the Denco Area 9-1-1 District.

The item was presented with a staff recommendation of Mark Klingele.

Motion made by Garber to nominate Mark Klingele for the Board of Management for the Denco 911 District, Seconded by Burke.

Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson

F. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Mayor Pro Tem Burke was proud to announce his daughter won District in Track.

Council Member Garber used the Report a Concern app and shared his positive experience. He also mentioned discussing fees to build a home in a future meeting.

Council Member Holzwarth expressed appreciation for the staff and especially for the staff working on the Agora development.

Council Member Henderson expressed appreciation for the attendance at the Apricius grand opening, and for staff's assistance with the Chamber Annual Award Luncheon. She also shared Mayor Heidemann won citizen of the year. Mrs. Henderson would like to discuss marked vehicles and would like a copy of the Emergency Preparedness Manual.

City Manager Hart shared the Broadband joint meeting will be held June 9th at the Public Safety Complex at 6:00 pm. He also will attend a meeting with Mayor Heidemann and Council Member Holzwarth at NCTC, Gainesville, on Monday, April 19th at 4:30 P.M.

Mayor Heidemann expressed his appreciation for the staff.

G. CLOSED SESSION

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

Mayor Heidemann recessed into Closed Session at 8:06 P.M.

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

- a. Being approximately 6.504 acres of land, more or less, located in the Metroplex Cabinets Addition, Block A, Lot 1, City of Corinth, Denton County, Texas. (H)
- b. Being approximately 6.663 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R. (N)
- c. Being 1.6205 acres of land situated in the J.P. WALTON SURVEY, Abstract no. 1389, the J.B. Thedford Survey, Abstract no. 1308, and the H. GARRISON SURVEY, Abstract no. 507, located in the city of Corinth, Denton County, Texas

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

Project Agora – Development Agreement

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

Mayor Heidemann adjourned the Closed Session at 8:17 P.M., and immediately reconvened into Regular Session.

- a. Mayor Pro Tem Burke - move to authorize the Corinth Economic Development Foundation to purchase a tract of land generally located in the Metroplex Cabinets Addition, Block A, Lot 1, City of Corinth, Denton County, Texas from Skorburg Co in the amount of \$1,157,886, and the execution of all necessary documents. Seconded by Holzwarth.
Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson
- b. Mayor Pro Tem Burke - move to authorize the Corinth Economic Development Foundation’s sale of a tract of land generally located at in the North Central Texas College Addition No. 2, Block A, Lot 1R. to Walton Ridge SF, LTD. and or assigns and the execution of all necessary documents to effectuate such land sale, Seconded by Holzwarth.
Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson
- c. Mayor Pro Tem Burke - move to authorize the acquisition by the Corinth Economic Development Corporation of land being 1.6205 acres of land situated in the J.P. WALTON SURVEY, Abstract no. 1389, the J.B. Thedford Survey, Abstract no. 1308, and the H. GARRISON SURVEY, Abstract no. 507, located in the city of Corinth, Denton County, Texas, with the understanding

that DATCU will purchase the land from the Economic Development Corporation within one week in an amount discussed in closed session, Seconded by Garber.

Voting Yea: Burke, Garber, Pickens, Holzwarth, Henderson


I. ADJOURN

Mayor Heidemann adjourned the meeting at 8:20 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the ____ day of _____ 2021.



Lana Wylie, City Secretary
City of Corinth, Texas

CITY OF CORINTH
Staff Report

Meeting Date:	5/20/2021	Title:	Audit Contract
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
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 checked="" type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		
	The Finance Audit Committee unanimously recommended retaining the services of Eide Bailey, LLC for the fiscal years ending 2021, 2022, 2023, and 2024.		

Item/Caption

Consider and act on an agreement for auditing services with Eide Bailey, LLC.

Item Summary/Background/Prior Action

In July 2015, the City Council approved a contract for auditing services with Eide Bailey, LLC for audit services of the financial statements for the City of Corinth. The audit firm has since conducted the audit for fiscal years ending September 2015, 2016, 2017, 2018, 2019 and 2020. Eide Bailey has been very responsive to staff and maintained audit objectivity.

There are also several significant challenges facing the Finance Department over the next few years.

Retirement of Senior Finance Staff. The Senior staff in the finance department, Comptroller and Assistant Finance Director, will be retiring in February 2022 and March 2022. This will leave a void in institutional knowledge. The changing of auditors at the same time of introducing new staff in these positions could lead to a decrease in the standards of the expected quality of service in the annual audit process.

GASB 87 Lease Implementation. Additionally, there are several difficult GASB pronouncements that are to be implemented in the coming year. The most challenging will be GASB 87 relating to Leases. This will be challenging due to the number of vehicle leases that the city currently has with Enterprise. The pronouncements have been very difficult for cities and auditors to implement due to non-availability of software to manage and record. Staff is currently researching systems to aid in the implementation.

Financial Impact

Auditing services are budgeted in the Finance Divisional Budget for the Annual Audit (\$44,000). The Single Audit will need to be added to the FY22 budget. The fee proposal from Eide Bailey is as follows:

Fiscal Year	Annual Audit	Single Audit
2020-21	\$41,600	\$7,200
2021-22	\$42,850	\$7,400
2022-23	\$44,150	\$7,650
2023-24	\$45,500	\$7,850

Applicable Owner/Stakeholder Policy

The City of Corinth's Home Rule Charter, Section 9.12, states that at the close of the fiscal year an independent audit must be made on all accounts of the City by a certified public accountant.

Staff Recommendation/Motion

Staff is recommends retaining the services of Eide Bailey, LLC for the fiscal years ending 2021, 2022, 2023, and 2024.



April 26, 2021

To the Honorable Mayor and
City Council of
City of Corinth, Texas
C/O Ms. Lee Ann Bunselmeyer
3300 Corinth Parkway
Corinth, Tx. 76208

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the **City of Corinth, Texas** as of September 30, 2021, and for the year then ended, and the related notes to the financial statements, which collectively comprise the **City of Corinth, Texas's** basic financial statements. In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2021. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule – General Fund
- Schedule of Changes in Net Pension Liability and Related Ratios – Texas Municipal Retirement System
- Schedule of Employer Contributions - Texas Municipal Retirement System
- Schedule of Changes in Total OPEB Liability and Related Ratios – Supplemental Death Benefits Plan

Supplementary information other than RSI will accompany **City of Corinth, Texas's** basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Nonmajor Fund Financial Statements and Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management’s responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors’ reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Audit of Major Program Compliance

Our audit of **City of Corinth, Texas's** major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and

- c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- 17. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- 20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- 21. For the accuracy and completeness of all information provided;
- 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to any nonattest services we perform, we agree to perform the following:

- Assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Completion of the auditee’s portion of the Data Collection Form

City of Corinth, Texas’s management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

L. Diane Terrell is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in approximately December 2021.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the financial statement audit will be \$41,600 and our fee for the Single audit will be \$7,200. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use **City of Corinth, Texas's** personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal and state regulators pursuant to authority given to them by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to federal and state regulators. The federal and state regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason (“Dispute”). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”).

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Abilene, Texas.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively “Eide Bailly”) shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys’ fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

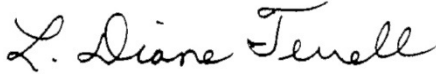
ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



L. Diane Terrell
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of management of the **City of Corinth, Texas** by:

Name: _____

Title: _____

Date: _____

Acknowledged and agreed on behalf of the Honorable Mayor and City Council of the **City of Corinth, Texas** by:

Name: _____

Title: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

Section F, Item 6.

FO

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-739432

Date Filed:
04/16/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Eide Bailly LLP
Abilene, TX United States

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

City of Corinth, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021 Eng Ltr
Audit of 2021 Financial Statements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stende, David	Fargo, ND United States	X	
	Callahan, Brian	Denver, CO United States	X	
	Hauk, Jeremy	Billings, MT United States	X	
	Ellingson, Ben	Mankato, MN United States	X	
	Daugherty, Jodi	Boise, ID United States	X	
	Gorospe, Shilo	Rancho Cucamonga, CA United	X	
	Larson, Derrick	Sioux Falls, SD United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is L. Diane Terrell, and my date of birth is 11-24-1969.

My address is 400 Pine Street, Suite 600, Abilene, TX, 79601, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Taylor County, State of Texas, on the 16th day of April, 20 21.
(month) (year)

L. Diane Terrell

Signature of authorized agent of contracting business entity
(Declarant)

CITY OF CORINTH
Staff Report

Meeting Date:	5/20/2021	Title: Agreement Envision Planning PSA
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i> <input checked="" type="checkbox"/> Growing Community <input checked="" type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input checked="" type="checkbox"/> High-Quality Retail <input checked="" type="checkbox"/> High-Quality Restaurants <input checked="" type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input checked="" 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 checked="" type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	
	The CEDC met on Monday, May 10, 2021, and approved the agreement as presented.	

Item/Caption

Consider and act on a professional services agreement between the Corinth Economic Development Corporation and Envision Planning Group, LLC.

Item Summary/Background/Prior Action

The City of Corinth (the “City”) and the Corinth Economic Development Corporation (the “CEDC”) are in the midst of several transformational projects that will impact the cultural, economic and physical development of Corinth for many years to come. As such, it is critical that the City and the CEDC receive timely professional assistance needed to ensure the quality of the projects and their intended outcomes.

Led by Nika Reinecke, Envision Planning Group, LLC, has assisted the City on a key economic development project and the firm presents several decades of experience in the disciplines of economic development and urban planning that will add value to the City’s and the CEDC’s shared vision for the future. As presented in the agreement, the services provided include: (i) consulting on economic development projects; (ii) analyzing economic development projects and economic development incentive agreements; and (iii) working closely with the City, the CEDC and other stakeholders to achieve the community’s vision for growth and prosperity. The compensation is \$145.00 per hour, with time billed in increments of .15 hour.

The CEDC Bylaws dictate that before the Board of Directors may execute any agreement or contract for service, such agreement or contract must first be approved by the City Council. Accordingly, if the Board of Directors approve the professional services agreement between the CEDC and Envision Planning Group, LLC, it will be presented to the City Council their consideration and possible action during their May 20, 2021 Regular Session.

Financial Impact

The source of funding is the CEDC.

Applicable Owner/Stakeholder Policy

N/A.

Staff Recommendation/Motion

Staff recommends approval as presented.

**PROFESSIONAL SERVICES LETTER OF AGREEMENT
for ECONOMIC DEVELOPMENT SERVICES**

The Corinth Economic Development Corporation (EDC), Texas, hereby engages Envision Planning Group LLC, to perform professional services in connection with economic development projects.

I. SERVICES.

- A. Consulting on economic development projects as needed,
- B. Analyzing, developing, and implementing assigned economic development projects/agreements,
- C. Work with the EDC, City Manager, Economic Development Department, Planning Director, developers and other entities for implementing the City’s goals and plans.


II. COMPENSATION.

- A. **Hourly Rate of Compensation:** Payment for Economic Development Services shall be made on a per labor hour basis of \$145. Time shall be billed in .15-hour increments.
- B. **Invoicing:** Invoices shall be submitted by Consultant to the City by cover letter on a monthly basis. The cover letter shall indicate the actual labor hours worked on each project and certify that the invoice properly represents work performed.

III. OWNERSHIP OF DOCUMENTS. All documents and materials prepared by the Consultant pursuant to this Agreement are considered to be property of the EDC/City.

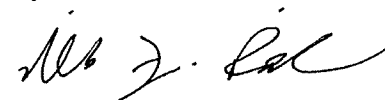
IV. TERMINATION. This Agreement may be terminated without cause at any time prior to completion of the Consultant’s services by the EDC/City, or by the Consultant, upon seven days written notice.

V. CONFIDENTIAL INFORMATION. Consultant will safeguard and keep from release any documents marked “confidential/proprietary” or information not generally available to the public

By: 

Corinth Economic Development Corporation

Date: 5/10/2021

By: 

Nika Reinecke, Principal
Envision Planning Group LLC
Date: May 6, 2021

CITY OF CORINTH
Staff Report

Meeting Date:	5/20/2021	Title: Ordinance Budget Amendment - Land Purchase
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input 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 Ordinance No. 21-05-20-14 amending Ordinance No. 20-09-24-31 adopting the fiscal year 2020-2021 City of Corinth Budget and Annual Program of Services to provide for the expenditure of funds from the Economic Development Corporation Fund for the purchase of property from TXDOT and an increase in revenues for the sale of property to DATCU; and providing an effective date.

Item Summary/Background/Prior Action

The budget and annual program of services was adopted on September 24, 2020 by the City Council. The budget did not include funding for the purchase of property from the Economic Development Corporation Fund. The budget amendment for council consideration is to amend both the expenditures and revenues by \$635,300 for the Economic Development Corporation to purchase property from TXDOT and then sell the property to DATCU.

Financial Impact

The budget amendment is for \$635,300 and will be funded by unencumbered reserves in the Economic Development Corporation Fund.

Applicable Owner/Stakeholder Policy

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available in unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

Staff Recommendation/Motion

Staff recommends approval of Ordinance No. 21-05-20-14 amending the Economic Development Corporation Fund and amending the fiscal year 2020-2021 budget and annual program of services for the purchase of land and sale of land.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 21-05-20-14**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 20-09-24-31 REGARDING THE FISCAL YEAR 2020-2021 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURE OF FUNDS TO PAY FOR THE PURCHASE OF PROPERTY FROM TXDOT, AND THE SALE OF SAME PROPERTY TO DATCU; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home-rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the local Government Code; and

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2020, and ending September 30, 2021 by Ordinance No. 20-09-24-31; and

WHEREAS, the current adopted budget for fiscal year 2020-2021 does not have adequate funding to pay \$635,300 for the purchase of property from TXDOT; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures to pay an additional \$635,300 for the purchase of property from TXDOT and amend the revenue to reflect the sale of the property to DATCU; and

WHEREAS, the Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:

SECTION I

The findings set forth in the above preamble to this Ordinance are true and correct.

SECTION II

Ordinance No. 20-09-24-31, the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021, shall be amended as follows:

Six hundred, thirty-five thousand and three hundred dollars (\$635,300) shall be appropriated into the Expenditure and Revenue Line Items for the Economic Development Fund.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the Economic Development Fund expenditures and revenue by **\$635,300** in the Economic Development Fund for the purchase of property from TXDOT and the sale of same property to DATCU. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION IV

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 20-09-24-31.

SECTION V

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

SECTION VI

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS THE 20th DAY OF MAY 2021.

SEAL

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney



**CITY OF CORINTH
Staff Report**

Meeting Date:	5/20/2021	Title:	Resolution Oncor Rate Denial
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i>		
	<input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>		

Item/Caption

Consider adoption of Resolution No. 21-05-20-17 providing for the denial of a rate application submitted by Oncor Electric Delivery Company, LLC and authorizing participation in the Oncor Cities Steering Committee for review before the Public Utility Commission of Texas.

Item Summary/Background/Prior Action

On April 8, 2021, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed an Application for Approval to Amend its Distribution Cost Recovery Factor (“DCRF”) to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in total distribution revenue requirement by approximately \$97,826,277.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor (“OCSC”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The purpose of the Resolution is to deny the DCRF application proposed by Oncor.

It also provides for the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Financial Impact

The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.

Staff Recommendation/Motion

Approval of the resolution as presented.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 21-05-20-17**

A RESOLUTION OF THE CITY OF CORINTH, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH OCSC; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Corinth, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company") with an interest in the rates and charges of Oncor; and

WHEREAS, the Steering Committee of Cities Served by Oncor ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 8, 2021, Oncor filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51996, seeking to increase its total distribution revenue requirement by approximately \$97,826,277; and

WHEREAS, the City of Corinth will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if Oncor's Application is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny Oncor's DCRF.

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

SECTION 1. That the City is authorized to participate with OCSC in Commission Docket No. 51996.

SECTION 2. That, subject to the right to terminate employment at any time, the City of Corinth hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor’s DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits should be denied.

SECTION 4. That the Company should continue to charge its existing rates to customers within the City.

SECTION 5. That the City’s reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to Oncor thereafter.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 7520; and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

PASSED, APPROVED AND ADOPTED ON THIS 20TH DAY OF MAY 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

CITY OF CORINTH
Staff Report

Meeting Date:	5/20/2021	Title:	Ordinance-Juvenile Curfew
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>		

Item/Caption

Conduct a Public Hearing on an Ordinance of the City Council of the City of Corinth, Texas, repealing and readopting Section 130.04, “Curfew for Minors”, of Chapter 130, “Offenses Against City Regulations”, of Title XVIII, “General Offenses”, of the City’s Code of Ordinances in its entirety to establish an enforceable curfew for minors within the City; and providing an effective date.

Item Summary/Background/Prior Action

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

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

Staff Recommendation/Motion

No action at this meeting. Action will be taken after the second Public Hearing on June 3, 2021.

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

Juvenile Curfew Ordinance Review and Data Analysis

Report Date March 2021

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Background

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

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

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

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

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

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

It is recommended that the City Council:

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

Data Collection and Analysis

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

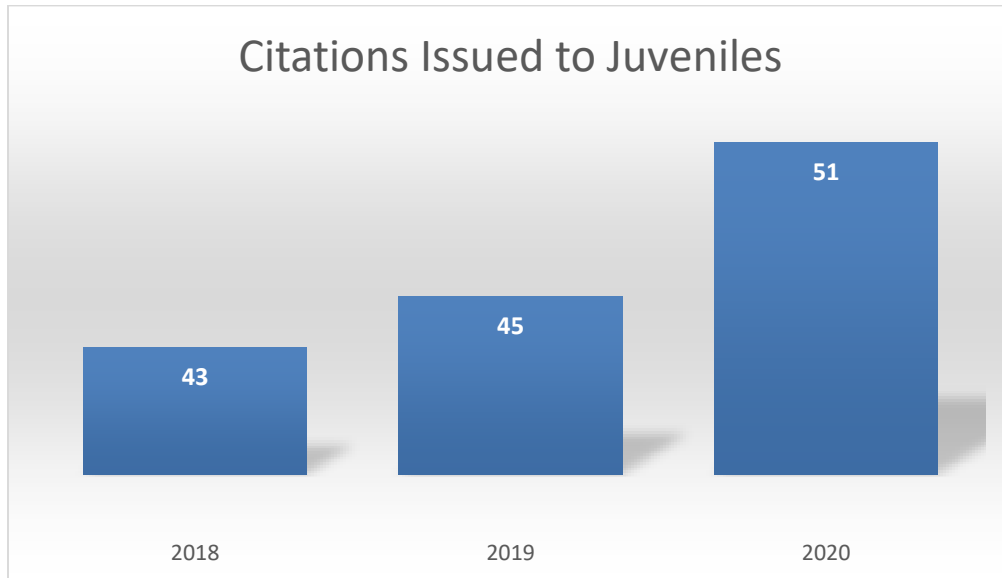
Beginning in 2009, data collection methods changed in that if a citation only was issued, it was not counted as an arrest. Only those juveniles physically taken into custody are counted as arrests. The arrest data is for persons under seventeen years of age who were physically taken into custody during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

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

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

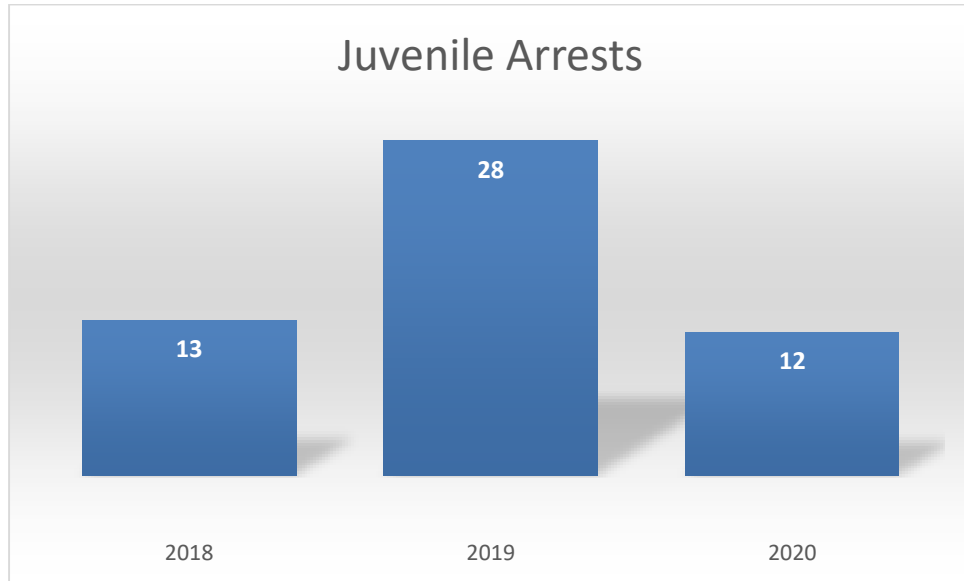
Citations Issued to Juveniles

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



Juvenile Arrests

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



Most Common Violations

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

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

Other Significant Offenses

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

Possession/Consumption of Alcohol by Minor

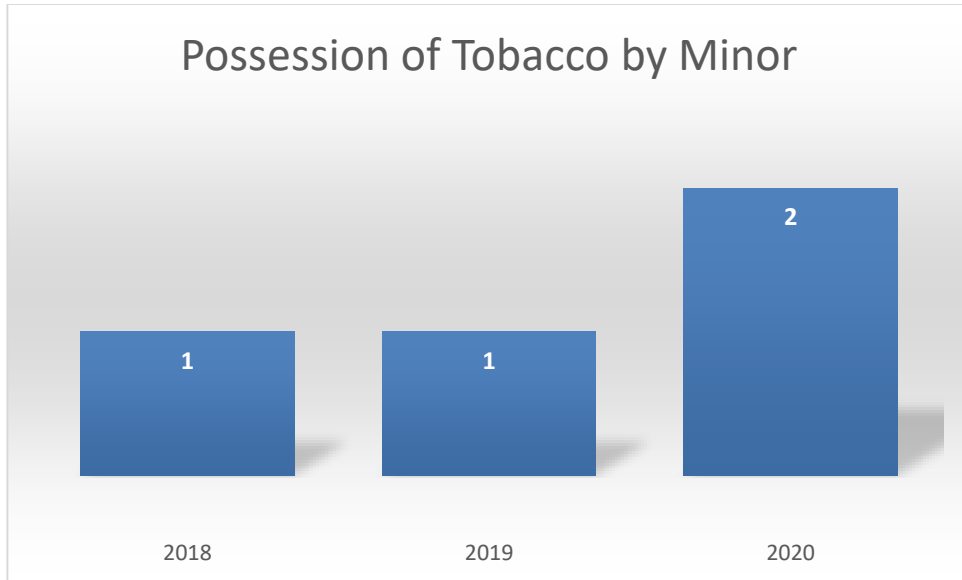
Possession/Consumption of Alcohol by a Minor

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



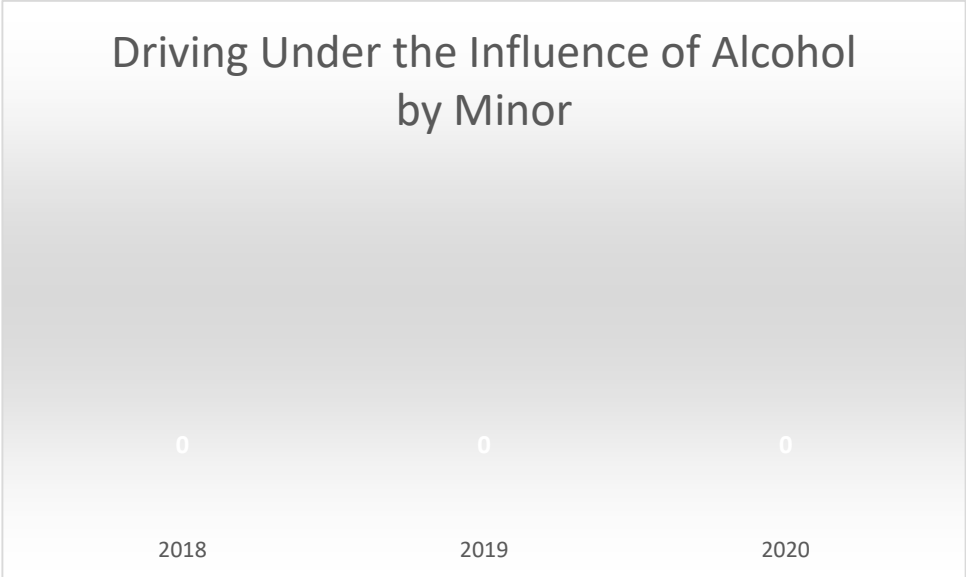
Possession of Tobacco by Minor

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



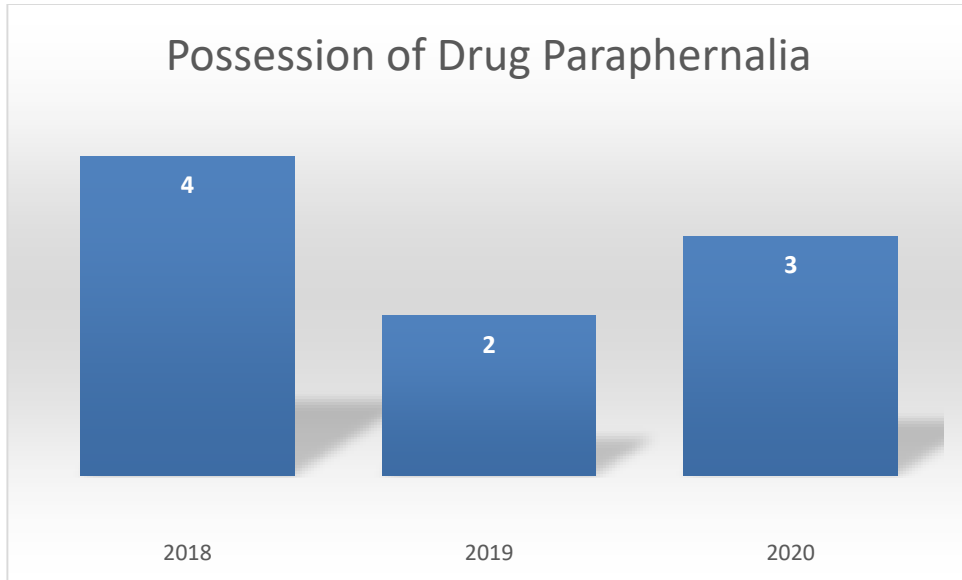
Driving Under the Influence of Alcohol by Minor

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



Possession of Drug Paraphernalia

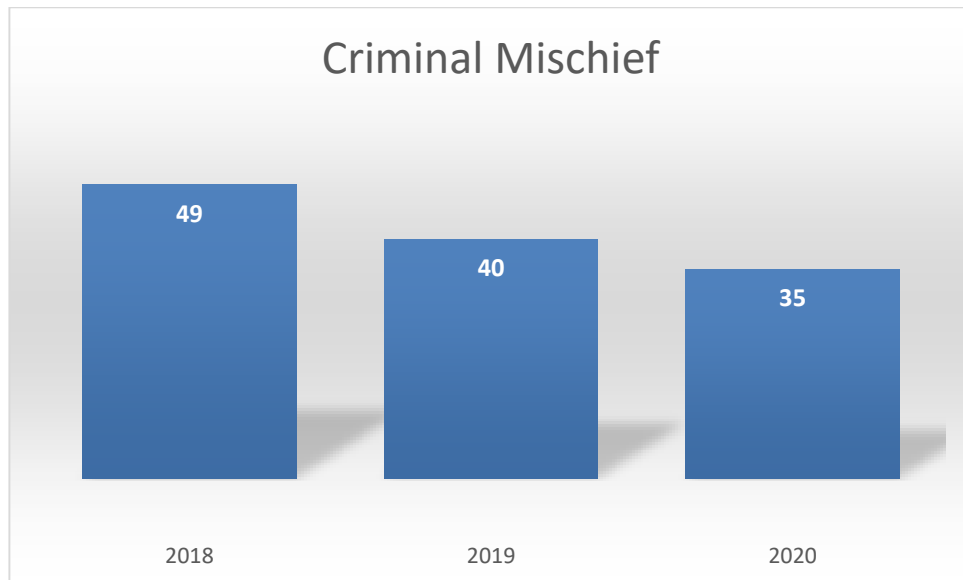
The number of cited violations for possession of drug paraphernalia remains low.



Criminal Mischief

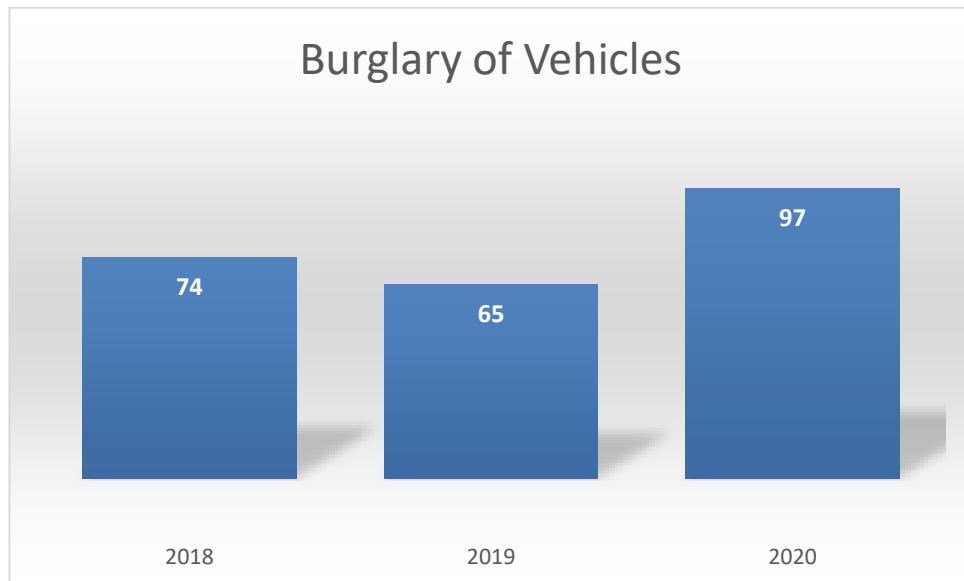
Common forms of criminal mischief include vandalism, graffiti or destruction or defacing of property (excluding arson). Criminal Mischief Offenses are normally associated with juvenile behavior. Some of the reports include offenses that are classified as criminal mischief such as “toilet papering” homes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

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



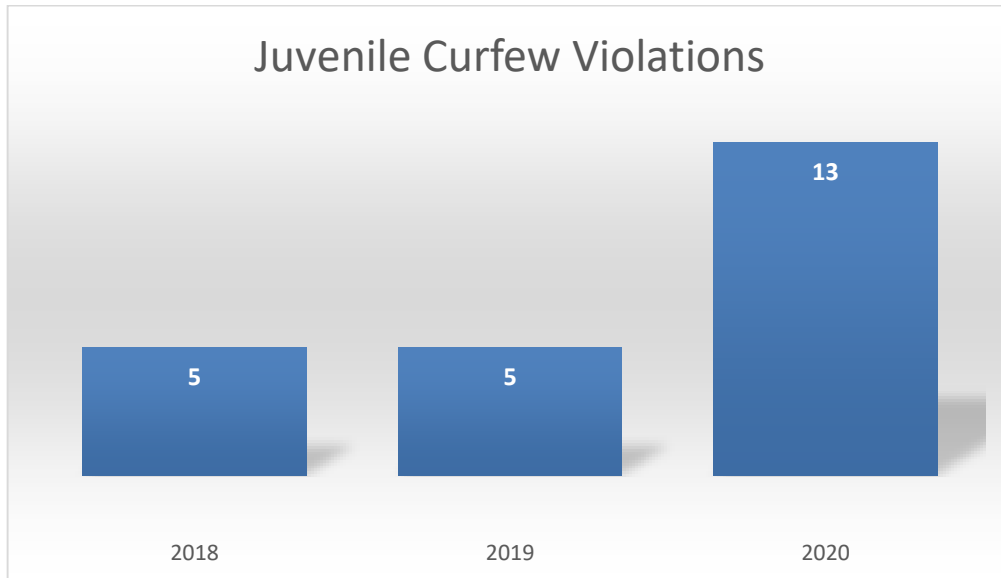
Burglary of Vehicles

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



Curfew Violation Citations Issued

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



Summary

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
AMENDMENTS

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

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

§ 130.04 CURFEW FOR MINORS.

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

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

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

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

MINOR. Any person under 17 years of age.

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

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

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

(B) *Offenses.*

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

- (2) A parent or guardian of a minor commits an offense if the parent or guardian knowingly allows, or by insufficient control allows, the minor to remain in any public place during curfew hours.
- (C) *Defenses.* It is a defense to prosecution under division (B) above that any of the following circumstances apply:
- (1) The minor is accompanied by a parent or guardian;
 - (2) The minor is involved in an emergency situation;
 - (3) The minor is accompanied by another adult approved by the parent;
 - (4) The minor is going to or returning from a school or religious sponsored activity or activity sponsored by a civic organization that takes responsibility for the minor, and is in the act of returning home from this event;
 - (5) The minor is engaging in a lawful employment duty or activity or is going to or returning home from lawful employment without detour or stop;
 - (6) The minor is in a motor vehicle involved in interstate travel or transportation;
 - (7) The minor is married or has been married or has disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code;
 - (8) The minor was exercising his or her First Amendment Rights protected by the United States or Texas constitutions, including, but not limited to, the free exercise of religion, freedom of speech and the right of assembly; or
 - (9) The minor was on the sidewalk of the place where such minor resides or on the sidewalk of a next-door neighbor if the neighbor did not complain to the Police Department about the minor's presence.
- (D) *Enforcement.* Before taking any action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in division (C) above is present.
- (E) *Periodic review required.*
- (1) Before the third anniversary of the date of the adoption of this section, the City Manager shall review this section and report to the City Council and make recommendations concerning the ordinance's effect on the community and on the problems the ordinance was intended to remedy.

- (2) The results of review and any reports shall be provided to the City Council and the public (on the city's website) no less than 30 days before any Council action item to renew, amend or repeal the ordinance.
- (F) *Violations.* A person who violates a provision of this section is guilty of a separate offense for each day a violation occurs. Each offense, upon conviction, is punishable by a fine not to exceed \$500.
- (G) *Sunset clause.* This Section 130.04 expires on June 3, 2024, unless sooner terminated or extended as provided in subsection (E) hereof.

SECTION 3
CUMULATIVE REPEALER

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

SECTION 4
SEVERABILITY

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

SECTION 5
SAVINGS/CONFLICT

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

SECTION 6
PENALTY

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

SECTION 7
PUBLICATION/EFFECTIVE DATE

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the _____ day of _____ 2021.

APPROVED:

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Lana Wylie, City Secretary
City of Corinth, Texas

APPROVED AS TO FORM AND LEGALITY:

Patricia A. Adams, City Attorney

Meeting Date:	5/20/2021	Title: Policy Tree Preservation Approval of Alternative Compliance – Walton Ridge
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i> <input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment <hr/> <i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <hr/> <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Consider and act upon an Alternative Compliance-Tree Preservation Application for the removal and replanting of Protected Trees (6+ caliper inches) located on ±36.220 acres within the proposed Walton Ridge residential subdivision consisting of 164 residential lots and 10 open space lots generally located north of Walton Drive, south of Black Jack Lane, Sand Jack Drive and Danbury Cove/Circle, east of North Corinth Street, and west of Shady Rest Lane. (AC21-0004 Walton Ridge Alternative Compliance – Tree Preservation)

Item Summary/Background/Prior Action

The Applicant is requesting approval of Alternative Compliance-Tree Preservation Application (#AC21-0004) for tree removal and replanting as required under Section 2.09.02., and as presented in the attached Application Worksheet and accompanying Landscape Plan.

As a reminder, this site was recently approved for a PD amendment (PD-51), on December 17, 2020, and is considered a catalyst for the development of the new Agora City Center/TOD as it will provide for added residential density needed to support future retail and envisioned transit oriented development. A key feature of the PD-51 amendment was to permit development in the “new urbanist style” of 40’ lots designed to front onto common open space Mews lots, with rear alleys, and a streetscape defined by “on-street” parking, and shade trees located within protected bulb-outs along the street corridor.

Specifically, relative to this Agenda Item, the Applicant is requesting permission to:

1. Remove 17,568 Caliper Inches (CI) or 1,770 Protected Trees
2. Preserve 578 CI or 56 Protected Trees within a deeded common open space “Mews” lot, and
3. Replant 791 CI or 214 replacement trees (a minimum of 3 CI each) throughout the site.

The table below illustrates the breakdown of trees to be replanted which coincides with the Landscape Plan. Note that the trees shown along Walton Drive and Shady Rest Lane on the Landscape Plan are required by the PD-51/UDC Landscape Requirements along collector roads to create a landscape edge are not included in the required “replacement tree” calculations below though have been included on the exhibit as part of the overall Landscape Plan.

Tree Preservation/Mitigation	Number	Caliper Inches
Total Protected Trees on the site	1770	18,146
Total Protected Trees to be removed from site	1714	17,568
Total Protected Trees to be preserved on site	56	578
Total Protected Trees required to be replaced		1478
Reduction in requirement for Heavily Treed Lot (-46.45%)		-687
Total Required Trees to be Replaced		791
Replacement Trees		
	Number	Caliper Inches
Oklahoma Redbud (3")	32	96
Crape Myrtle (3")	33	99
Bur Oak	8	32
Shumard Red Oak	32	128
Southern Live Oak	45	180
Bald Cypress	2	8
Cedar Elm	25	100
Cedar Elm (by builder)	18	72
Chinquapin Oak (by builder)	19	76
Total Replacement Trees	214	791
Remaining Mitigation		
	Number	Caliper Inches
Total Remaining Mitigation Required	0	0

As depicted on the Landscape Plan Exhibit L-1.0 (attached), the Applicant is proposing to replant 791 CI (214 trees) throughout the common open space areas and along the “on-street” parking areas as shown. The Applicant is also providing shade trees within certain rear yard areas of the larger 80’ lots located along the northern most street and at key locations along “side yards” along internal streets.

With regards to the 40’ lots, the approval of PD-51 amendment, provided that the Applicant would be permitted to plant required Shade Trees within the Mews and on-street parking areas as the front yard setbacks would be too short to accommodate the shade trees.

Trees Relocated from Mews Lots into Mews Open Space and Bulb-Out Sections	Allowed		Provided	
	Lg. Trees	Sm. Trees	Lg. Trees	Sm. Trees
Trees required for each residential lot (2,500-6,999 sq. ft., 65 lots, 5" per lot)	65	65	65	65

All trees shown on the Landscape Plan will be installed by the developer except for 37 trees specially identified to be installed “by builder” as the planting of the trees in those locations would conflict with home construction. Also, at the time of building permit application, the builder will be required to install a minimum of one (1) shade tree and one (1) ornamental tree within the front yards of all 50’, 60’, 70’, and 80’ lots (*these tree plantings are not shown on the Landscape Plan as they are a standard UDC requirement*).

Additionally, it is important to note that this application falls under the provisions of the prior past practice and therefore is entitled to mitigation exemptions from building pads, right-of-way, utility easements, and driveways as had been previously directed. As such, the exemptions total 16,090 CI leaving 1,478 CI to be replaced. However, UDC Section 2.09.02 provides for a 50% reduction in required replacement CI where a lot is considered “heavily treed” based on overall canopy coverage (*50% coverage or greater*).

This project site is unique in that the as part of the City Economic Development Foundation’s plans for moving the TOD/Agora City Center concepts forward, the applicant added additional land area to the project scope to accommodate more residential property on what was once the NCTC land. The addition of this land area caused the site to fall slightly below the minimum 50% heavily treed benchmark with the canopy coverage now at 46.45%.

Because the project was altered to further a public purpose, the Applicant is requesting that City Council honor a reduction from the required replacement numbers at the 46.45% which is the current tree canopy coverage and just shy of 50%. This permission would reduce the replanting on the site to 791 CI as assumed in the calculations presented.

Enclosures/Attachments

- Application for Alternative Compliance Worksheet (*outlines assumptions*)
- Landscape Plan (*depicts trees to preserved and replaced*)

Financial Impact

N/A

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Recommend approval as presented by granting the removal and replacement of protected trees as outlined in the attached Application for Alternative Compliance Worksheet and as depicted on the Landscape Plan, sheet L-1.0. No fees-in-lieu-of replanting will be required as all 791 CI are being replanted.

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

Tree Survey/Tree Protection Plan		
	Number	Caliper Inches
A. Tree Survey: Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a Registered Landscape Architect or Certified Arborist . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.B.3.b.	1770	18,146
B. Tree Protection Plan: Calculate and graphically show the following:		
a. Total Protected Trees to be removed from site	1714	17,568
b. Total Protected Trees to be preserved on site	56	578
c. Total Protected Trees Required to be Replaced (Section 2.09.02B.3.)		1,478
Subtotal:		
d. Total Protected Trees required to be Replaced as listed above may be reduced (if determined to meet definition of " <u>Heavily Tree Lot</u> " as calculated in item C., below).		
– Less 46.45%		-687
Total:		791

Assumptions (if applicable):

Tree Protection Plan – Item C: Total Protected trees to be replaced: Under PD51 – Protected trees in building pads, right of ways, utility easements, and driveways shall be excluded from mitigation. (17,568 – 16,090 (Exemptions)) = 1,478 inches to be replaced.

Heavily Treed Lots: Prior to the Re-plat / Rezoning in partnership with the Economic Development Foundation the site met the heavily treed lot criteria with 51% coverage. With the addition of the 6.2 acres from the North Central Texas College and re-design of the property to meet the Transit Oriented Development (TOD) intent the site has fallen below the 50% canopy coverage threshold.

C. Heavily Treed Lots: Graphically show and provide the calculations demonstrating that the "Protected Tree" Canopy Coverage on the lot is 50% or more of the land area.*	Protected Tree Canopy Coverage	
	Acres/sq. ft.	Percent
1. Total Lot Area:	36.22 / 1,577,737	100%
2. Total Area of "Protected Tree" Canopy Coverage:	16.80 / 732,976	46.45%
*Attach a separate exhibit (Tree Canopy Coverage) which is based on Tree Survey exhibit provided in A., above.		

Replacement Trees:

37 – 4" caliper trees located on large lots (trees in excess of lot requirements) – By Home Builder.



112 – 4" caliper trees located in Open Space Areas.

65 – 3" caliper trees located in Right of Way Areas.

D. Alternative Compliance Request: City Council may approve requests to (1) plant replacement trees and/or (2) make payment of a fee-in-lieu-of tree replacement.		
	Number	Caliper Inches
1. Request: To plant "Replacement Trees" on the same property or on another property within City Limits. Note that proposed "Replacement Trees" shall be <u>shown on a Landscape Plan</u> and be <u>distinguished from other required landscaping material</u> e.g., Shall not include trees required per lot, in landscape buffers, etc., as required by other zoning and subdivision regulations.	214	791
2. Request: Fee-in-Lieu-of Replacement of Protected Trees. Identity the criteria necessitating the request for payment of a fee in lieu of replacement fees. City Council May Approve on for developments which meet one of the following Criteria per Section 2.09.02.K.2.		
Select one of the criteria listed below:	Caliper Inches	Fee-in-Lieu-of Amount*
a. Subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees		
b. Required replacement trees were to be installed, the replacement trees would be planted under the canopy of any existing trees.		

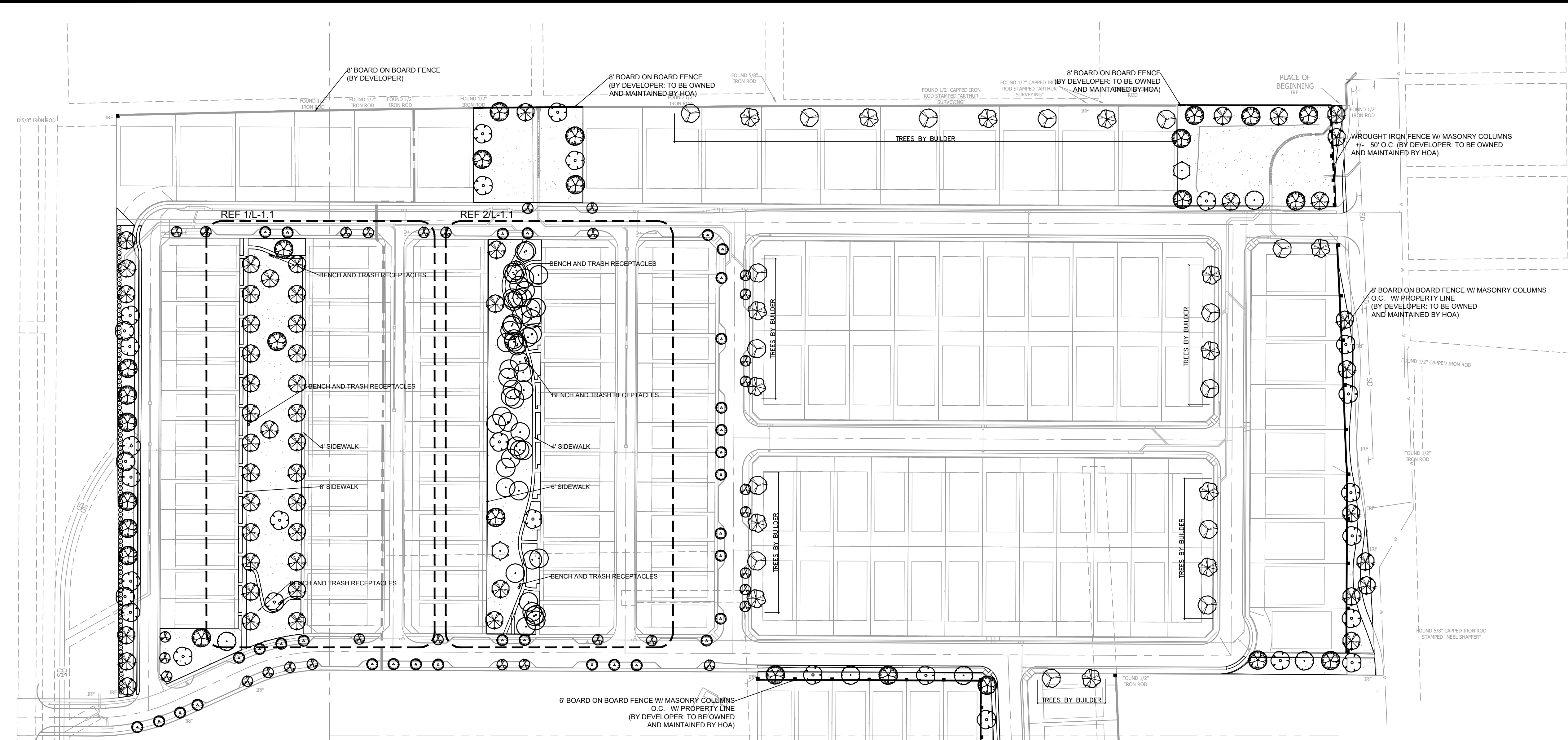
	c. Required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)		
	d. City has no available property for additional trees to be planted		
Total:			0 INCHES

***Reference City of Corinth Fee Schedule**

Applicant: John Arnold / Skorburg	Property Location: Shady Rest Lane and Walton Road
Calculations and attached Exhibits were completed by Registered Landscape Architect or Certified Arborist. Name: Name: Joe Grubbs, RLA - Tree Survey information / worksheet Name: Michael Wilson, RLA – Landscape plan	Signature/Seal:  

S:\Planning and Development\Planning\Website Files\Application Forms-Other\Tree Preservation-Alternative Compliance Application TEMPLATE BLANK-For Applicants.docx

File: C:\Clients\090 (Shorburg Development)\090-20-011 (Walton Ridge - Corinth)\Civ\Sheet Set\1.0 LANDSCAPE PLAN.dwg | Date Plotted: 5/6/2021 11:38 AM | Plotted By: mwilson



Tree Preservation/Mitigation	Number	Caliper Inches
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Replacement Trees	Number	Caliper Inches
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Bald Cypress	2	8
Cedar Elm	25	100
Cedar Elm (by builder)	18	72
Chinquapin Oak (by builder)	19	76
Total Replacement Trees	214	791












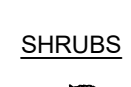

Remaining Mitigation	Number	Caliper Inches
Total Remaining Mitigation Required	0	0

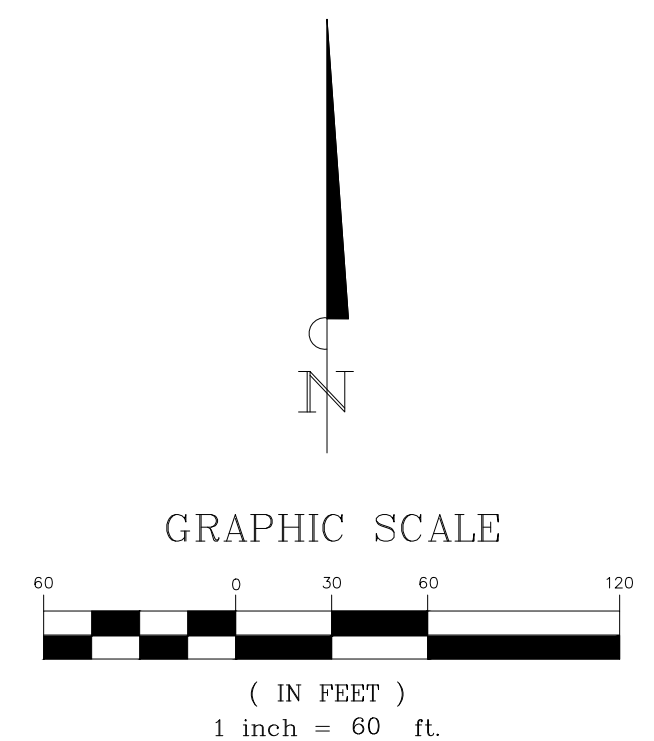
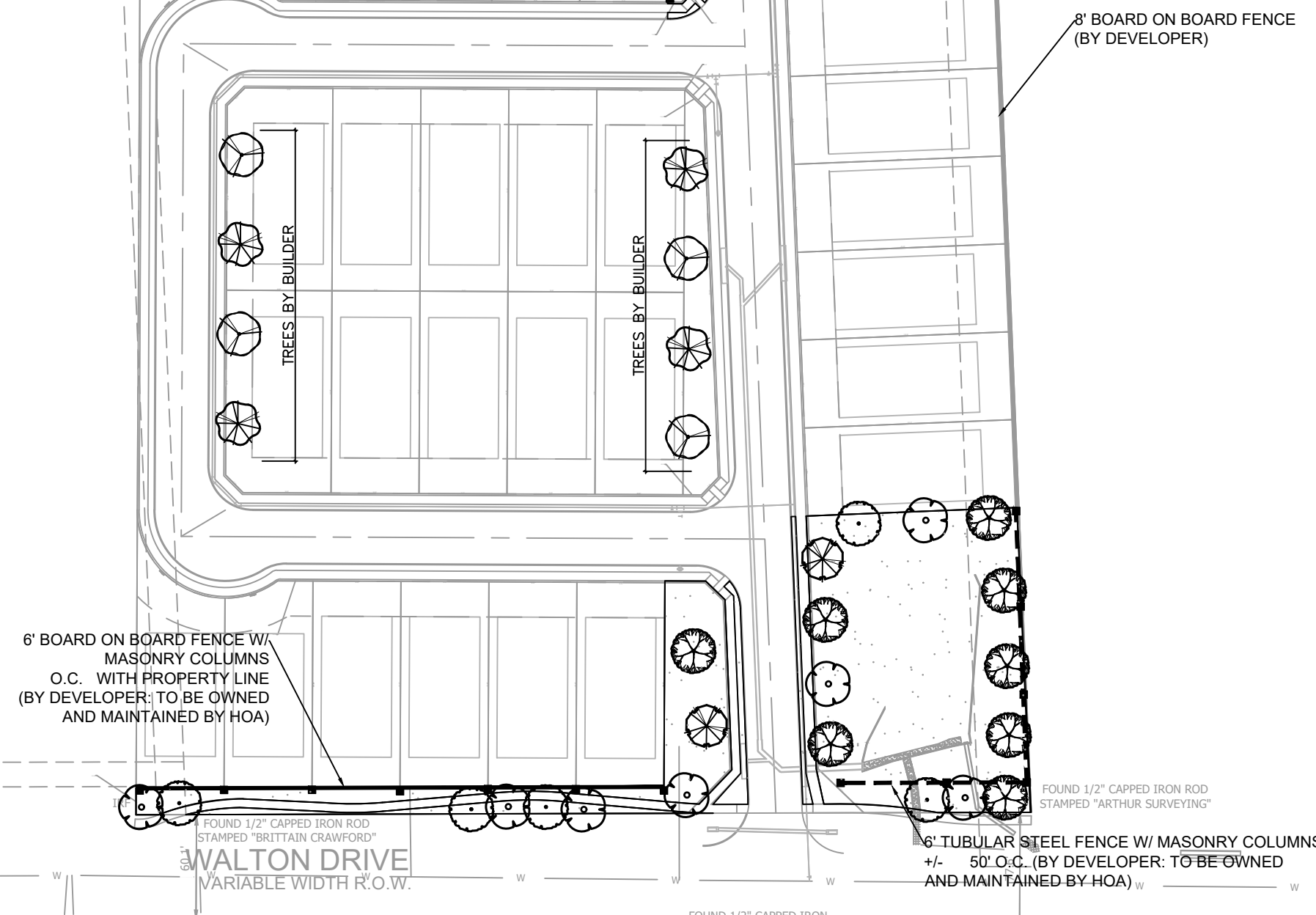
*Required Trees along Walton Drive and Shady Rest Lane have not been counted towards the number of replacement trees.

Trees Relocated from Mews Lots into Mews Open Space and Bulb-Out Sections	Allowed		Provided	
	Lg. Trees	Sm. Trees	Lg. Trees	Sm. Trees
Trees required for each residential lot (2,500-6,999 sq. ft., 65 lots, 5" per lot)	65	65	65	65

Perimeter Landscaping Requirements	Length of ROW	Required	Provided
Shady Rest Lane (PD requires 3" tree plantings at 50' OC)	738'	15	15
Walton Drive (PD requires 3" tree plantings at 50' OC)	477'	10	10

PLANT SCHEDULE

- | TREES | BOTANICAL / COMMON NAME |
|---|--|
|  | CEDAR ELM (BY BUILDER) |
|  | ULMUS CRASSIFOLIA |
|  | CERCIS RENIFORMIS 'OKLAHOMA' OKLAHOMA RED BUD |
|  | CHINQUAPIN OAK (BY BUILDER) |
|  | QUERCUS MUHLENBERGII |
|  | LAGERSTROEMIA INDICA 'TUSCARORA' CRAPE MYRTLE |
|  | QUERCUS MACROCARPA BUR OAK |
|  | QUERCUS SHUMARDII SHUMARD RED OAK |
|  | QUERCUS VIRGINIANA SOUTHERN LIVE OAK |
|  | TAXODIUM DISTICHUM BALD CYPRESS |
|  | ULMUS CRASSIFOLIA CEDAR ELM |
|  | EXISTING PRESERVED TREE |
| SHRUBS | BOTANICAL / COMMON NAME |
|  | ILEX X 'NELLIE R STEVENS' NELLIE STEVENS HOLLY |



**Know what's below.
Call before you dig.**
(@ least 48 hours prior to digging)

BENCHMARKS

SOURCE BENCHMARK: City of Corinth Monument CM09, being a disk stamped "CM09", located in the median of Corinth Loop West of Shady Rest Lane.
Elevation = 569.68'

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

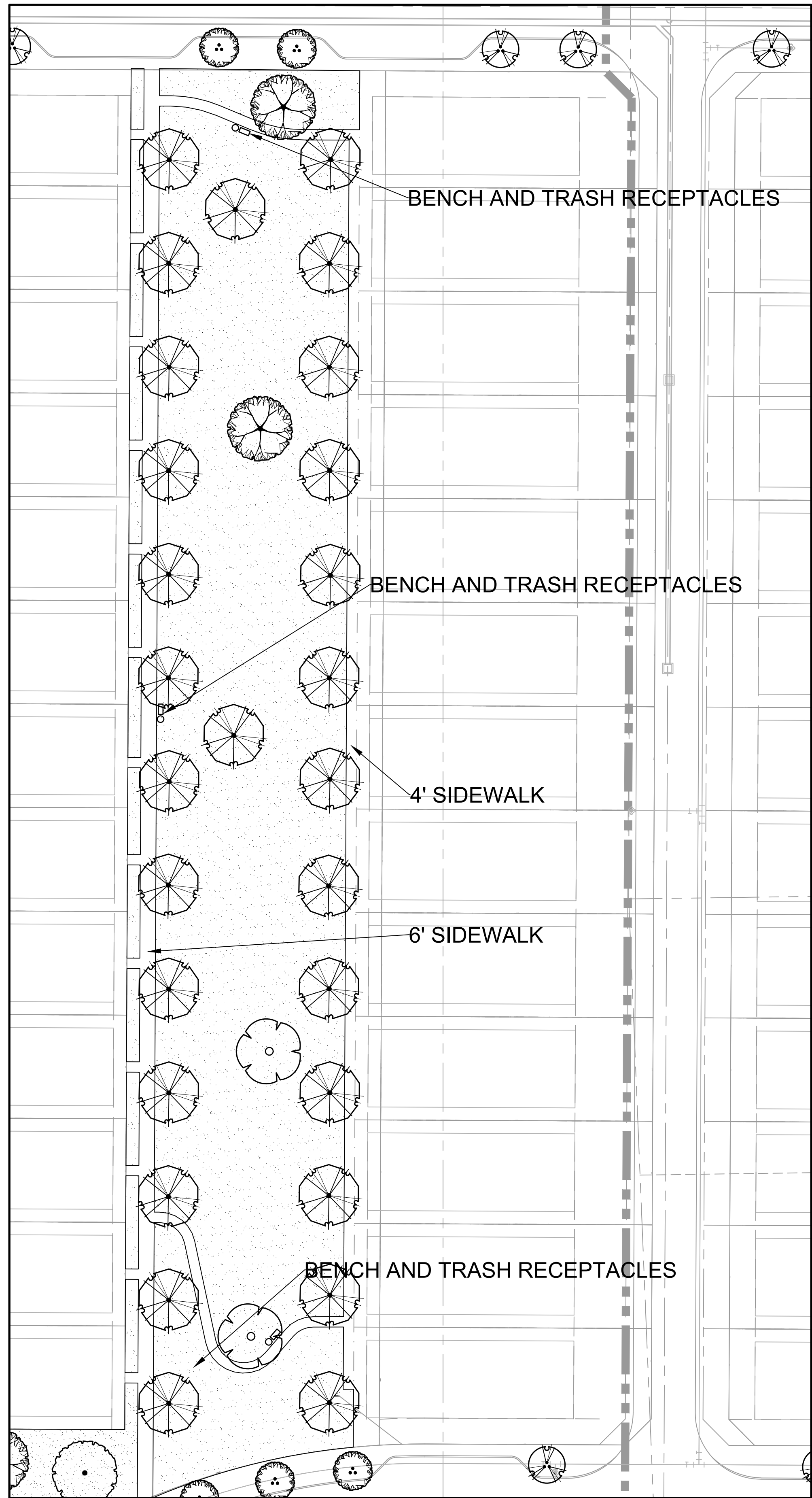
WALTON RIDGE
CITY OF CORINTH, TEXAS
LANDSCAPE PLAN

No.	Date	Revision Description

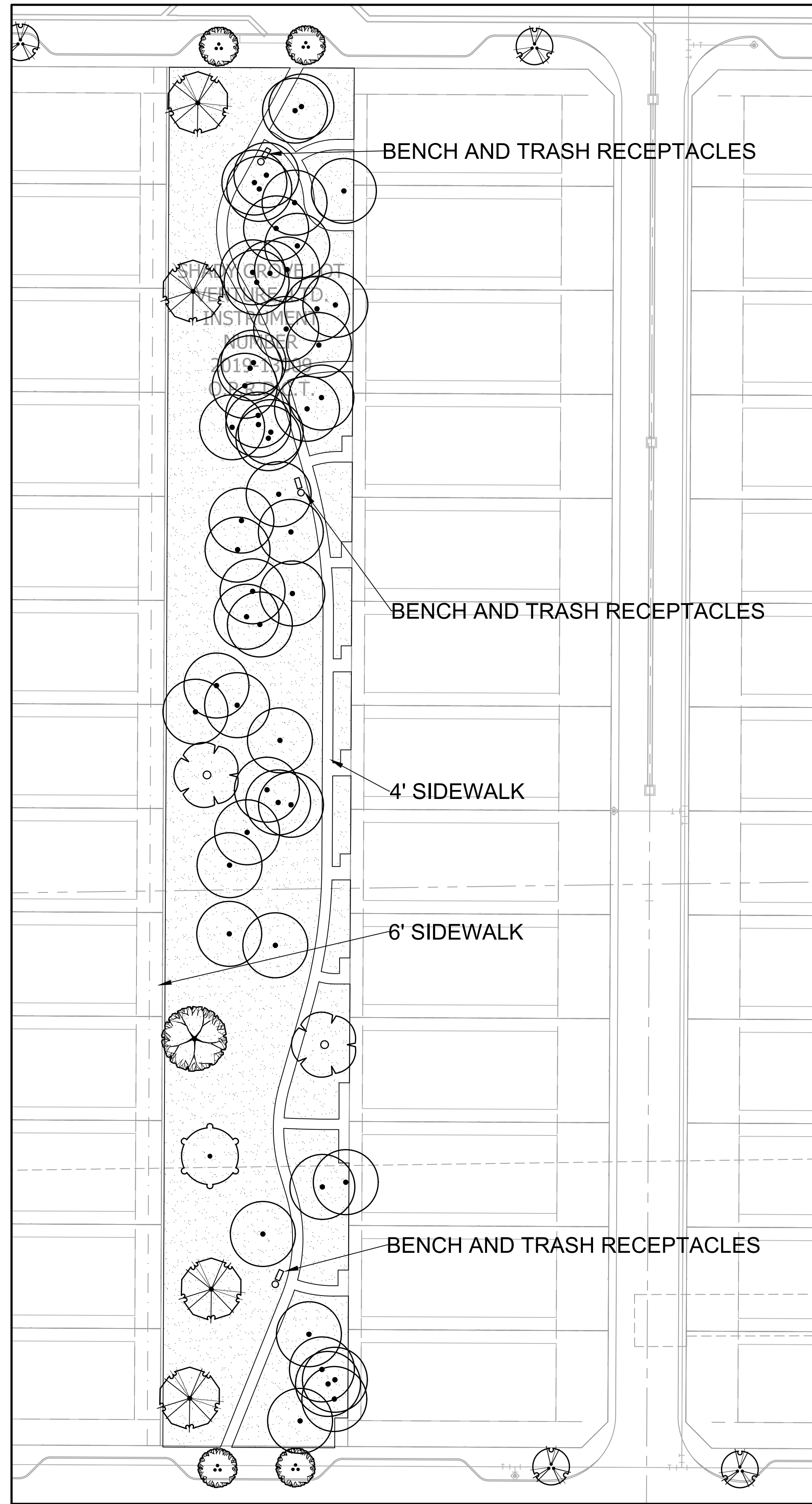
REGISTERED LANDSCAPE ARCHITECT
MICHAEL A. WILSON
STATE OF TEXAS
3068
05/06/2021

SHEET NUMBER
L-1.0

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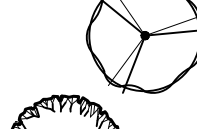






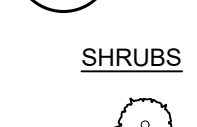



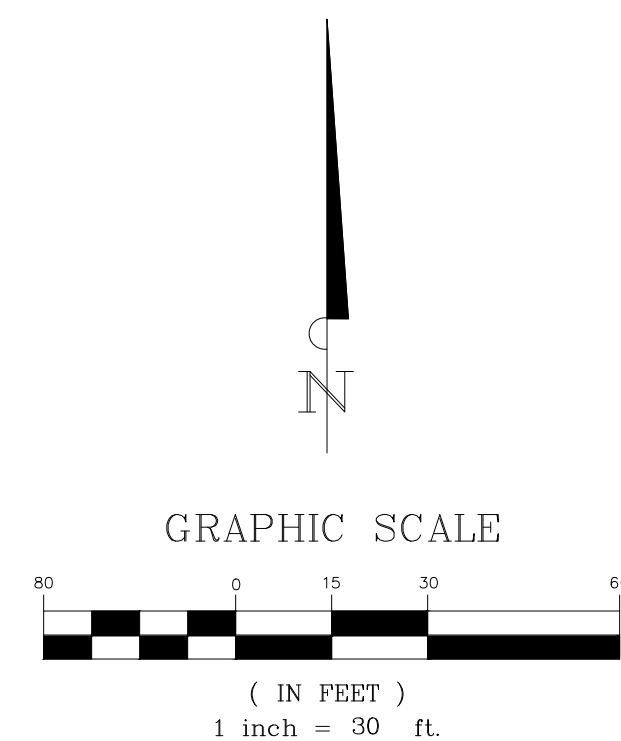
1 LANDSCAPE ENLARGEMENT A
1" = 40'



2 LANDSCAPE ENLARGEMENT B
1" = 40'

PLANT SCHEDULE

TREES	
BOTANICAL / COMMON NAME	
CEDAR ELM (BY BUILDER) ULMUS CRASSIFOLIA	
CERCIS RENIFORMIS 'OKLAHOMA' OKLAHOMA RED BUD	
CHINQUAPIN OAK (BY BUILDER) QUERCUS MUHLENBERGII	
LAGERSTROEMIA INDICA 'TUSCARORA' CRAPE MYRTLE	
QUERCUS MACROCARPA BUR OAK	
QUERCUS SHUMARDII SHUMARD RED OAK	
QUERCUS VIRGINIANA SOUTHERN LIVE OAK	
TAXODIUM DISTICHUM BALD CYPRESS	
ULMUS CRASSIFOLIA CEDAR ELM	
EXISTING PRESERVED TREE	
SHRUBS	
BOTANICAL / COMMON NAME	
ILEX X 'NELLIE R STEVENS' NELLIE STEVENS HOLLY	




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ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

WALTON RIDGE
CITY OF CORINTH, TEXAS

LANDSCAPE PLAN ENLARGEMENTS

No.	Date	Revision Description

PROJECT NO.: 090-20-011



05/06/2021

SHEET NUMBER

L-1.1

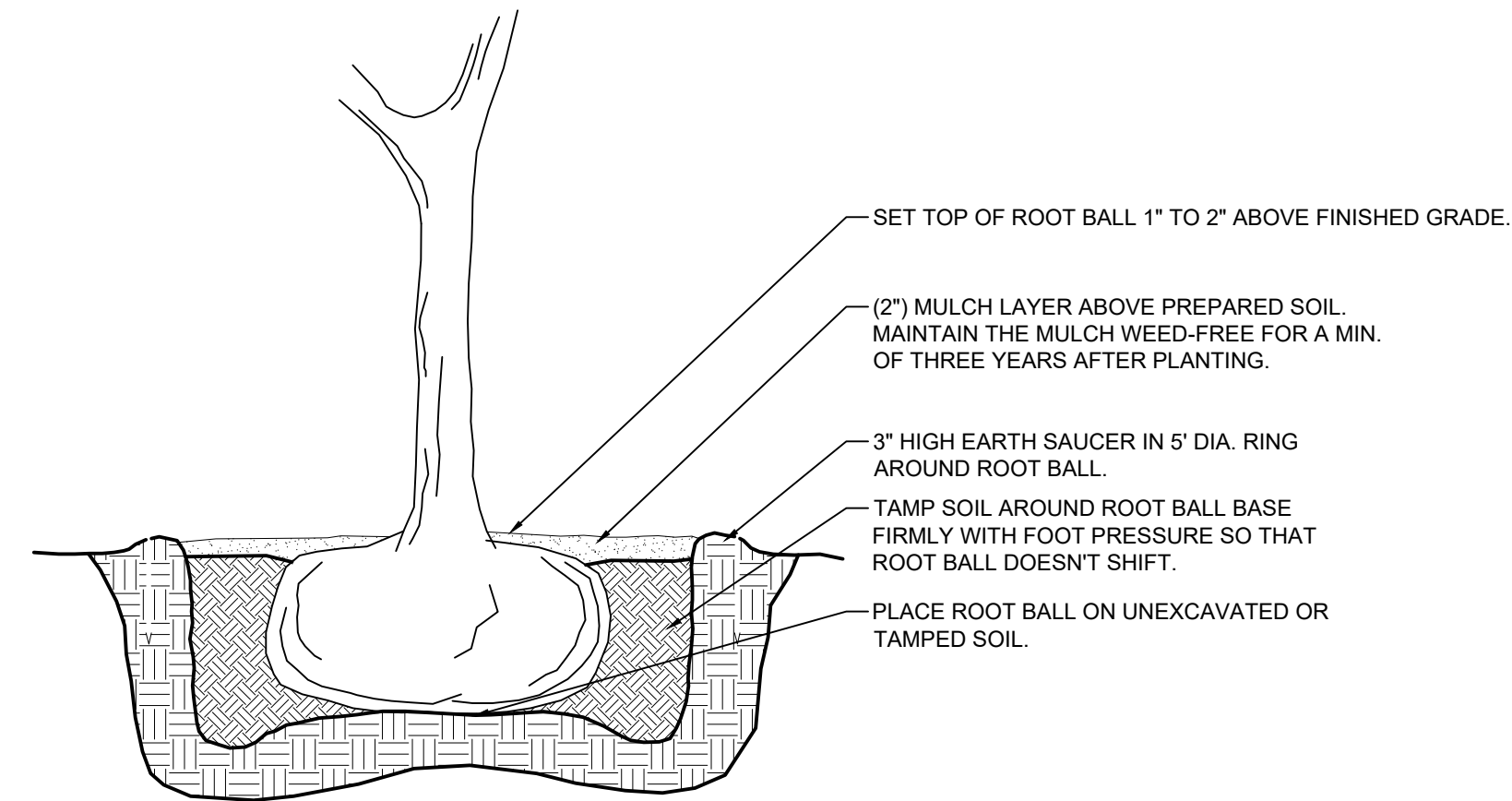
GENERAL NOTES:

- LOCATE ALL UTILITIES PRIOR TO DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE INCURRED BY HIS/HER WORK.
- CONTRACTOR SHALL ADVISE THE OWNER AND LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
- IF A DISCREPANCY BETWEEN DRAWINGS AND PLANT SCHEDULE IS FOUND, THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE PLANT SCHEDULE.
- PLANT MATERIAL SHALL COMPLY WITH ALL SIZING AND GRADING STANDARDS OF THE LATEST EDITION OF 'AMERICAN STANDARD FOR NURSERY STOCK.'
- CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY OWNER PRIOR TO INSTALLATION.
- SUBSTITUTIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER OR LANDSCAPE ARCHITECT
- ALL DISTURBED AREAS NOT INDICATED AS PLANTING BEDS SHALL BE SODDED OR SEEDED BY CONTRACTOR TO PROVIDE AN ESTABLISHED TURF AREA.
- CONTRACTOR SHALL REMOVE REASONABLE AMOUNT OF STONES, DEAD ROOTS, DETRITUS AND OTHER UNDESIRABLE MATERIAL FROM EXISTING SOIL.
- IF ROCKS ARE ENCOUNTERED, REMOVE TO A DEPTH OF 3" AND ADD 3" OF FRIABLE FERTILE TOPSOIL TO ALL SODDED AREAS. CONTRACTOR TO ENSURE THAT SITE IS GRADED ACCORDING TO THE ENGINEERS GRADING PLAN.
- LAWN AREAS SHALL HAVE 3" MINIMUM FRIABLE TOPSOIL AND BE TREATED WITH FERTILIZER APPLIED AT A RATE OF 20 POUNDS PER 1,000 SQUARE FEET.
- SOIL PREPARATION FOR PLANTING BEDS SHALL BE AS FOLLOWS:
 -3AOF ORGANIC COMPOST
 -20 POUNDS OF ORGANIC FERTILIZER/ 1,000 SF OF BED AREA
 -TILL BED TO A DEPTH OF 6A TO 8A
 -CHECK SOIL ACIDITY. SOIL ACIDITY SHOULD RANGE FROM 5.0 TO 7.0 PH. REGULATE IF NECESSARY.

- ALL PLANT BEDS SHALL BE TOP DRESSED WITH A MINIMUM 3" OF NATIVE HARDWOOD MULCH.
- TREE PLANTING PITS SHALL BE CLEARED OF UNDESIRABLE MATERIAL AND BACKFILLED WITH PREPARED TOP SOIL. PLACE 1" OF COMPOST AND 3" OF SHREDDED HARDWOOD MULCH ON TOP OF ROOT BALL.
- THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGE CAUSED TO TREES DUE TO IMPROPER STAKING METHODS, INCLUDING ABSENCE OF STAKING THROUGHOUT THE WARRANTY PERIOD.
- TREES SHALL BE PLANTED AT LEAST 2.5 FEET FROM ANY RIGHT-OR-WAY LINE, CURB, WALK OR FIRE HYDRANT, AND OUTSIDE ALL UTILITY EASEMENTS.
- TREES SHALL BE PLANTED AT LEAST 8 FEET FROM ANY PUBLIC UTILITY LINE WHERE POSSIBLE. IN THE EVENT THIS IS NOT POSSIBLE, CONTRACTOR SHALL INSTALL A ROOT BARRIER, PER THE DETAIL(S) NOTED ON THIS SHEET.
- TREES OVERHANGING WALKS AND PARKING AREAS SHALL HAVE A CLEAR TRUNK HEIGHT OF 7 FEET FROM FINISH SURFACE.
- CONTRACTOR SHALL WARRANTY ANY PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER THE FINAL ACCEPTANCE. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY CONDITION IN ACCORDANCE WITH THE SEASON. DEAD, DAMAGED OR DESTROYED PLANT MATERIAL SHALL BE REPLACED IN KIND WITHIN THIRTY DAYS. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO NATURAL CAUSES, ACTS OF VANDALISM OR NEGLIGENCE ON PART OF THE OWNER.
- LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER OR WEEDS.
- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVERSPRAY ON TREES IS PROHIBITED.
- INSTALLING CONTRACTOR TO MAINTAIN LANDSCAPING FOR 30 DAYS FROM OWNER OCCUPANCY TO ESTABLISH PLANTS AND GRASS, MOWING AND TRIMMING TO BE INCLUDED.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE FINE GRADED AND RE-ESTABLISHED BE SOD. THESE AREAS SHALL BE IRRIGATED AND MAINTAINED UNTIL PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE. THIS IS TO INCLUDE ALL AREAS TO THE BACK OF CURB AROUND THE PROPERTY.
- ANY HARDWOOD MULCHED BEDS ON SITE SHALL HAVE PERMEABLE WEED MAT INSTALLED PRIOR TO PLANT MATERIAL AND MULCH BEING INSTALLED.
- ALL BEDDING AREAS WITH GROUND COVER (ASIAN JASMINE, WINTER CREEPER, ETC.) SHALL BE TOP DRESSED WITH HARDWOOD MULCH UNTIL GROUND COVER HAS COVERED AREA COMPLETELY.
- ANY SWITCH GEAR DEVICES, ELECTRICAL TRANSFORMERS, TELEPHONE PEDESTALS, AND HVAC UNITS LOCATED ON THE PROPERTY ARE TO BE SCREENED. IF THESE DEVICES HAVE BEEN ALTERED FROM THE MOST RECENT PLANS, THE CONTRACTOR IS TO VERIFY PLACEMENT OF THESE UTILITIES AND CONTACT LANDSCAPE ARCHITECT FOR PLANT MATERIAL SPECIFICATIONS AND PLACEMENT.
- LANDSCAPE CONTRACTOR SHALL NOT PLACE TOPSOIL OR MULCH ABOVE BRICK LEDGE OF THE BUILDING AND SHALL NOT BLOCK WEEP HOLES ON THE BUILDING.
- IF THE GRADES ON SITE AT THE TIME THE LANDSCAPE CONTRACTOR IS SET TO BEGIN WORK DOES NOT ALLOW THE BRICK LEDGE AND WEEP HOLES TO REMAIN UNCOVERED, IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OR GENERAL CONTRACTOR IMMEDIATELY.

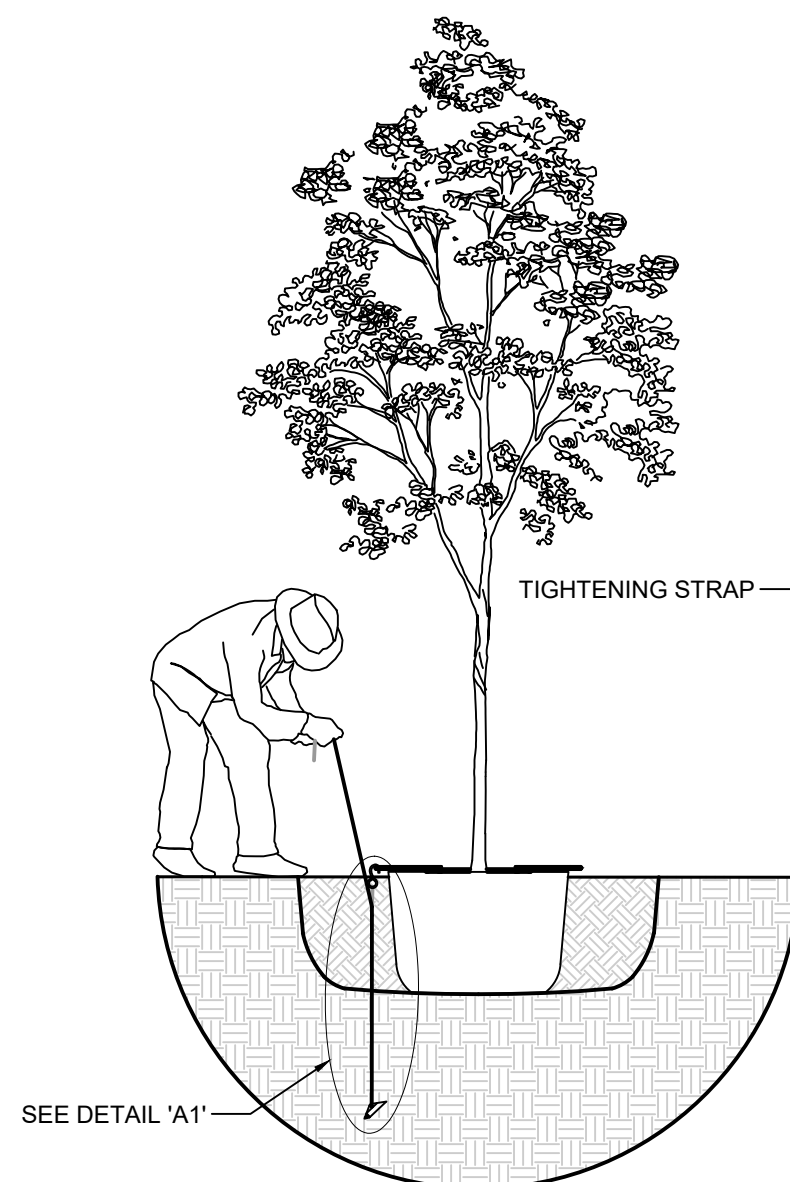
NOTES:

- DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
- EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.
- REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM TOP HALF OF THE ROOT BALL.
- IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND ROOT BALL, CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN 8" INTO PLANTING HOLE.



1 TREE PLANTING DETAIL

B-LA-LAN-03



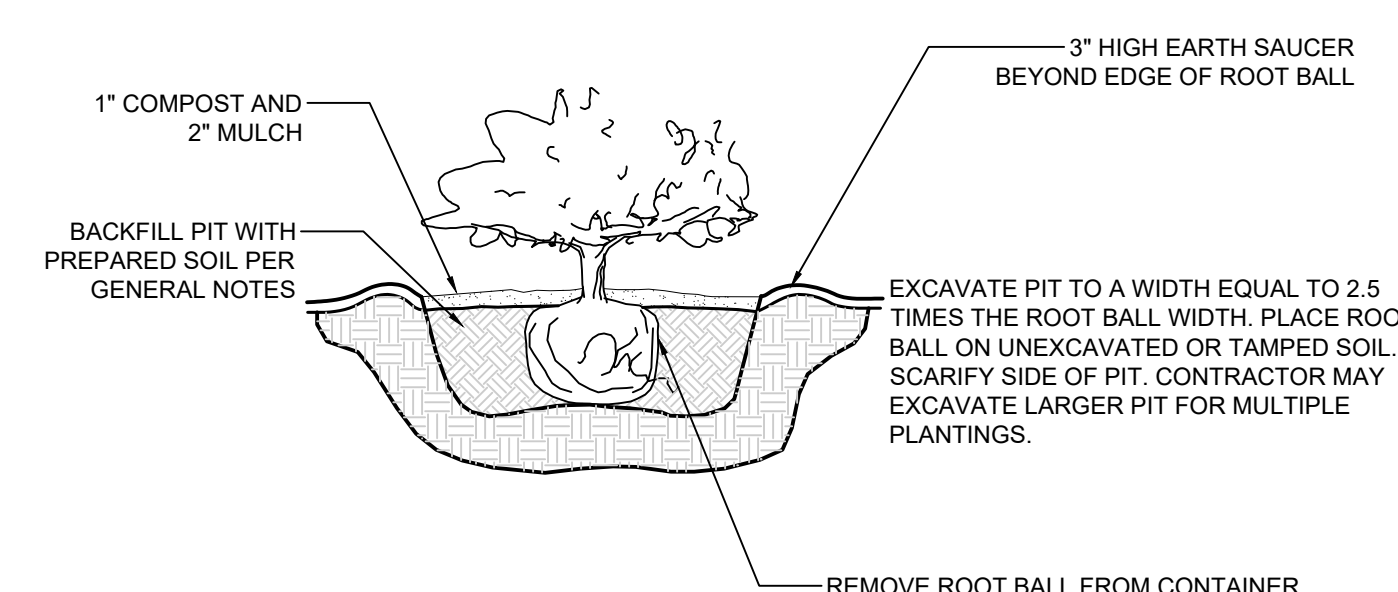
ROOT ANCHOR ITEM #	ROOT BALL & CONTAINER SIZE	ANCHOR INSTALLATION DEPTH	QUANTITY & ANCHOR SIZE
15-BG	10/15 OR 17" ROOT BALL	12-16" MINIMUM DEPTH	
30-BG	20/30 GALLON OR 22" ROOT BALL	16-24" MINIMUM DEPTH	
45-BG	45/65 GALLON OR 27-30" ROOT BALL	24-30" MINIMUM DEPTH	
100-BG	95/100 GALLON OR 36" ROOT BALL	36-39" MINIMUM DEPTH	
150-BG	150 GALLON OR 42" ROOT BALL	48" MINIMUM DEPTH	
200-BG	200 GALLON OR 48" ROOT BALL	48" MINIMUM DEPTH	
300-BG	300 GALLON OR 58" ROOT BALL	48" MINIMUM DEPTH	
CUSTOM-BG	ROOT BALLS LARGER THAN 60"	TBD	

- STEP 1:**
- SET TREE IN PLANTING PIT.
 - PLACE ANCHOR WITH RING SIDE DOWN AGAINST TOP OF ROOT BALL.
 - CENTER ROOT ANCHOR'S INNER RING(S) AROUND TRUNK OF TREE.
 - ALIGN DRIVE ROD AS CLOSE AS POSSIBLE TO OUTSIDE EDGE OF U-BRACKET.
- STEP 2:**
- DRIVE ANCHOR STRAIGHT DOWN INTO UNDISTURBED SUBBASE SOIL.
 - SEE CHART FOR RECOMMENDED DEPTHS PER TREE SIZE.
- STEP 3:**
- REMOVE DRIP ROD.
 - REPEAT STEPS 1 & 2 FOR ALL THREE (3) ANCHOR LOCATIONS.
 - PULL BACK ON STRAP APPROXIMATELY 3" FOR THE V-88 ANCHOR, OR 6" TO 7" FOR THE V-88 ANCHOR TO SET ANCHOR INTO A HORIZONTAL OR LOCKED POSITION. A FULCRUM MAY BE REQUIRED TO ASSIST IN SETTING THE ANCHOR.
 - PLACE "S" HOOK OVER THE END OF THE U-BRACKET.
 - PULL STRAP UP VERTICALLY UNTIL ROOT ANCHOR RINGS BITE INTO THE TOP OF THE ROOT BALL AND U-BRACKETS ARE SETTING FLUSH ON TOP OF THE ROOT BALL.
 - TIE EXCESS STRAP OFF TO THE U-BRACKET ALLOWING ENOUGH REMAINING STRAP TO ADJUST TREE, IF NECESSARY.

2 TREE STAKING DETAIL

B-LA-LAN-01

PLANT SCHEDULE						
TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NOTES
	18	CEDAR ELM (BY BUILDER) JLUMUS CRASSIFOLIA	8x8	4"	12'-14'	FULL, MATCHING, SYMMETRICAL
	32	CERCIS RENIFORMIS 'OKLAHOMA' OKLAHOMA RED BUD	30 GAL.	3"	6'-8'	FULL, MATCHING, SYMMETRICAL
	19	CHINUQUAPIN OAK (BY BUILDER) QUERCUS MUhlenBERGII	8x8	4"	12'-14'	FULL, MATCHING, SYMMETRICAL
	33	LAGERSTROEMIA INDICA 'TUSCARORA' CRAPE MYRTLE	30 GAL.	3"	6'-8'	FULL, MATCHING, SYMMETRICAL
	12	QUERCUS MACROCARPA BUR OAK	8x8	4"	12'-14'	FULL, MATCHING, SYMMETRICAL
	33	QUERCUS SHUMARDII SHUMARD RED OAK	8x8	4"	12'-14'	FULL, MATCHING, SYMMETRICAL
	54	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	8x8	4"	12'-14'	FULL, MATCHING, SYMMETRICAL
	2	TAXODIUM DISTICHUM BALD CYPRESS	8x8	4"	10'-12'	FULL, MATCHING, SYMMETRICAL
	36	JLUMUS CRASSIFOLIA CEDAR ELM	8x8	4"	12'-14'	FULL, MATCHING, SYMMETRICAL
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	NOTES
	106	ILEX 'NELLIE R STEVENS' NELLIE STEVENS HOLLY	15 GAL.	48" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
PER PLAN		CYNODON DACTYLON 'TIF 419' BERMUDA GRASS	SEED/SOD			



3 SHRUB PLANTING DETAIL

B-LA-LAN-02



**Know what's below.
Call before you dig.**
(@ least 48 hours prior to digging)

BENCHMARKS

SOURCE BENCHMARK: City of Corinth Monument CH09, being a disk stamped "CM09", located in the median of Corinth Loop West of Shady Rest Lane.
Elevation = 569.68'

BANNISTER ENGINEERING
 240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
 REGISTRATION # F-10599 (TEXAS)

**WALTON RIDGE
CITY OF CORINTH, TEXAS**

LANDSCAPE NOTES / DETAILS

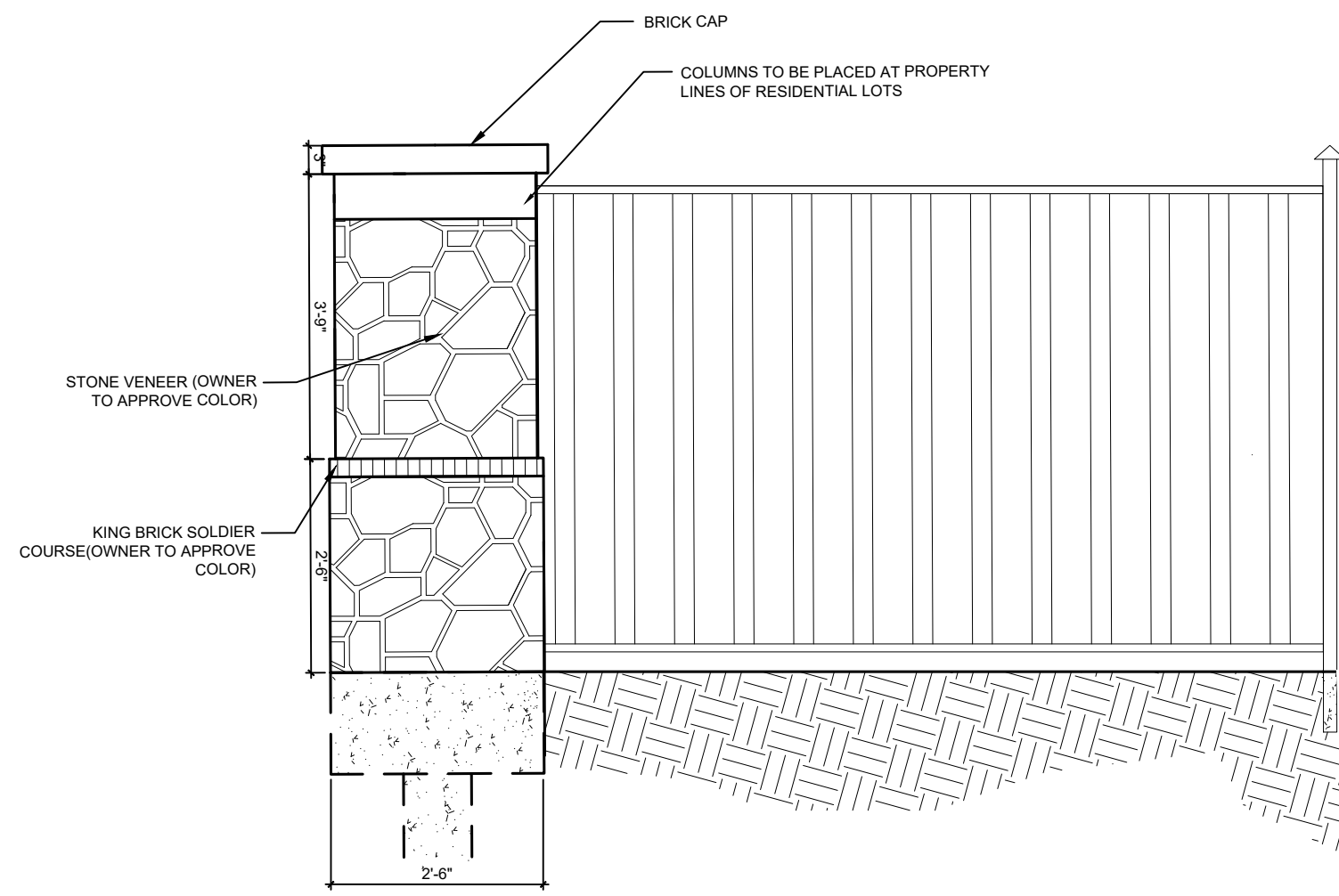
No.	Date	Revision Description

REGISTERED LANDSCAPE ARCHITECT
 MICHAEL A. WILSON
 3068
 STATE OF TEXAS
 05/06/2021

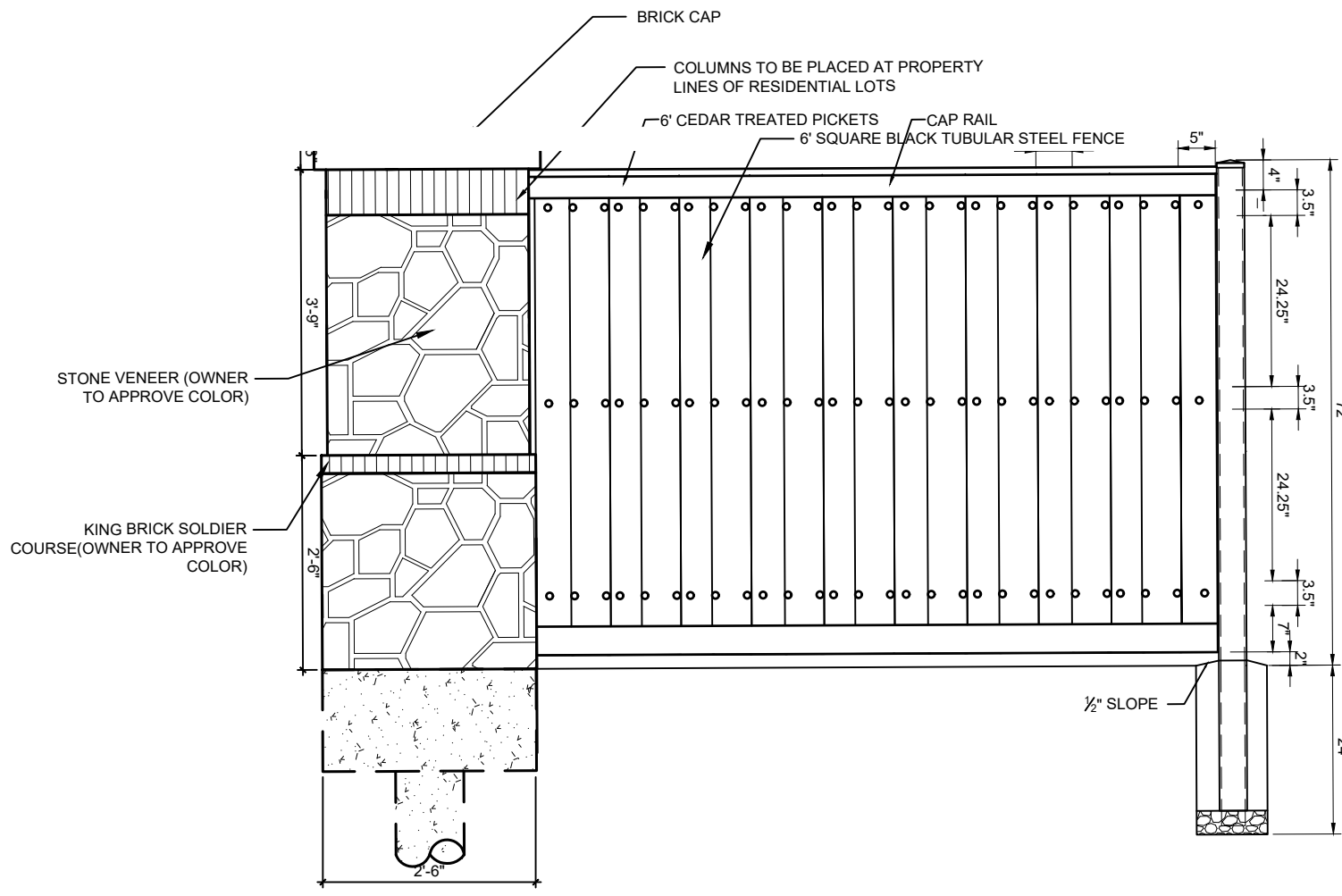
SHEET NUMBER
L-2.0

File: B:\Clients\090 (Skorburg Development)\090-20-011 (Walton Ridge - Corinth)\Civi\Sheet Set\1.0 LANDSCAPE PLAN.dwg | Date Plotted: 5/6/2021 11:38 AM | Plotted By: mwilson

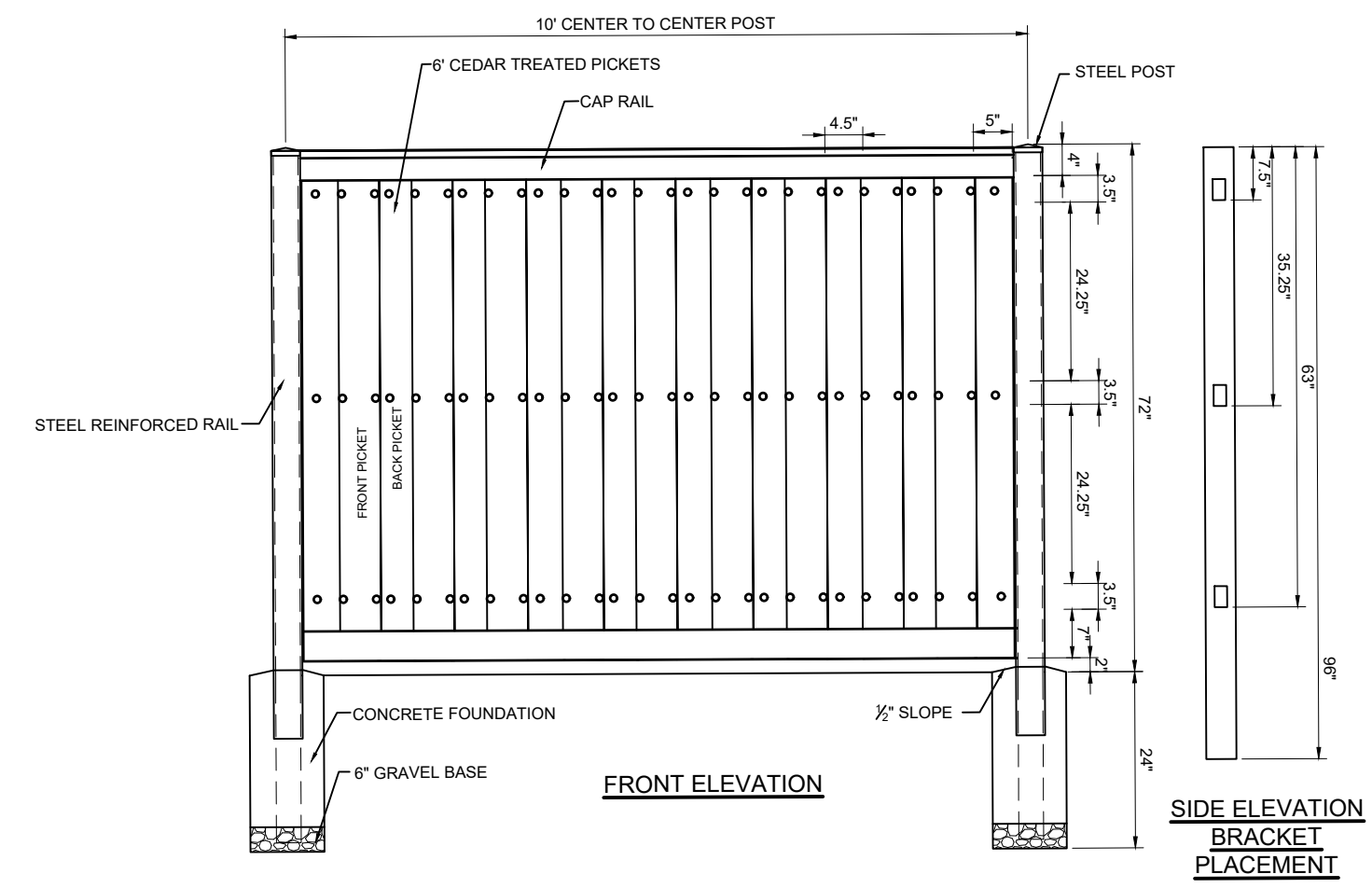
INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.



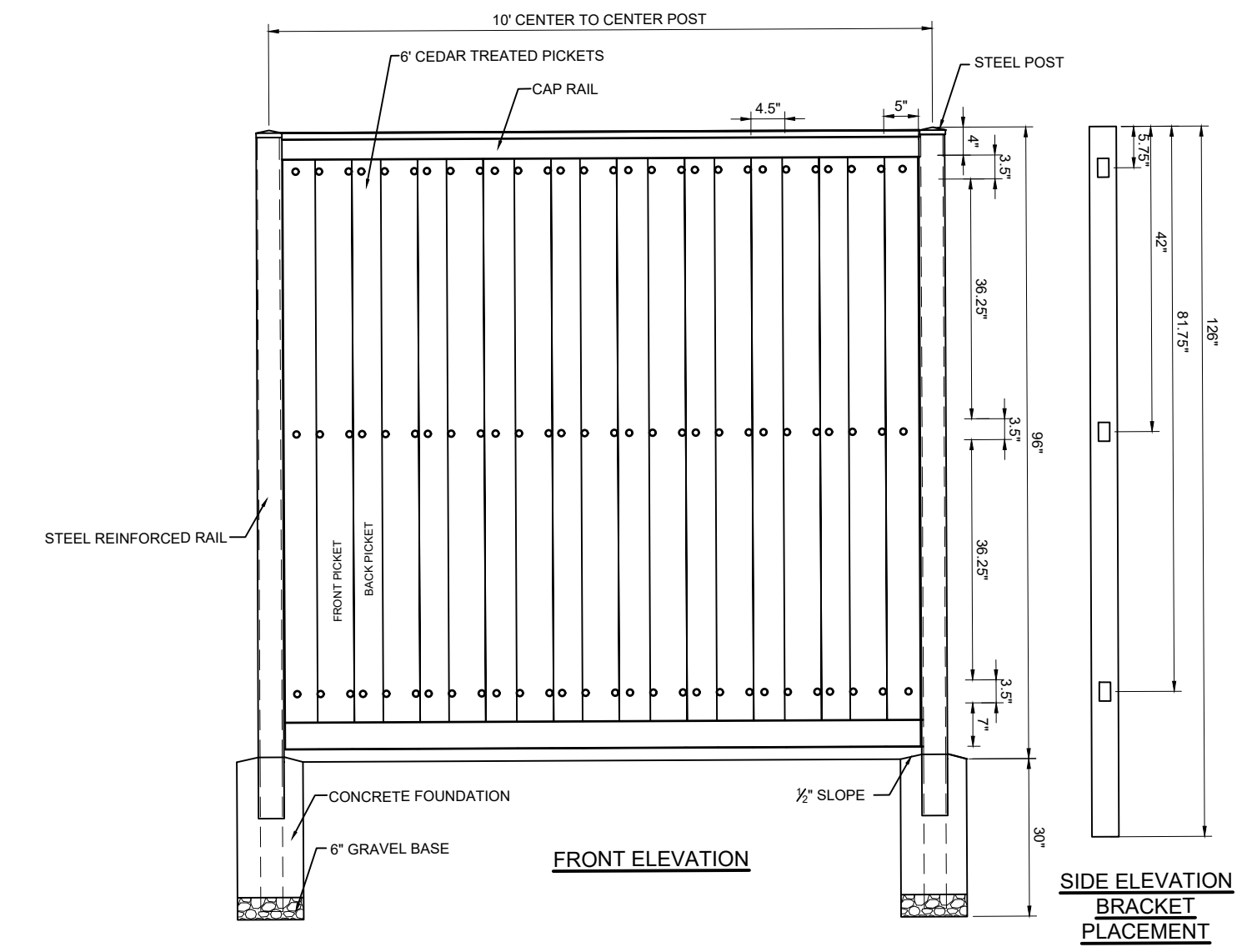
1 WROUGHT IRON FENCE WITH MASONRY COLUMNS
NTS



2 6' BOARD ON BOARD FENCE W/ MASONRY COLUMNS
NTS



3 6' BOARD ON BOARD FENCE [BY BUILDER]
NTS



4 8' BOARD ON BOARD FENCE [BY BUILDER]
NTS



**Know what's below.
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(@ least 48 hours prior to digging)

BENCHMARKS

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BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

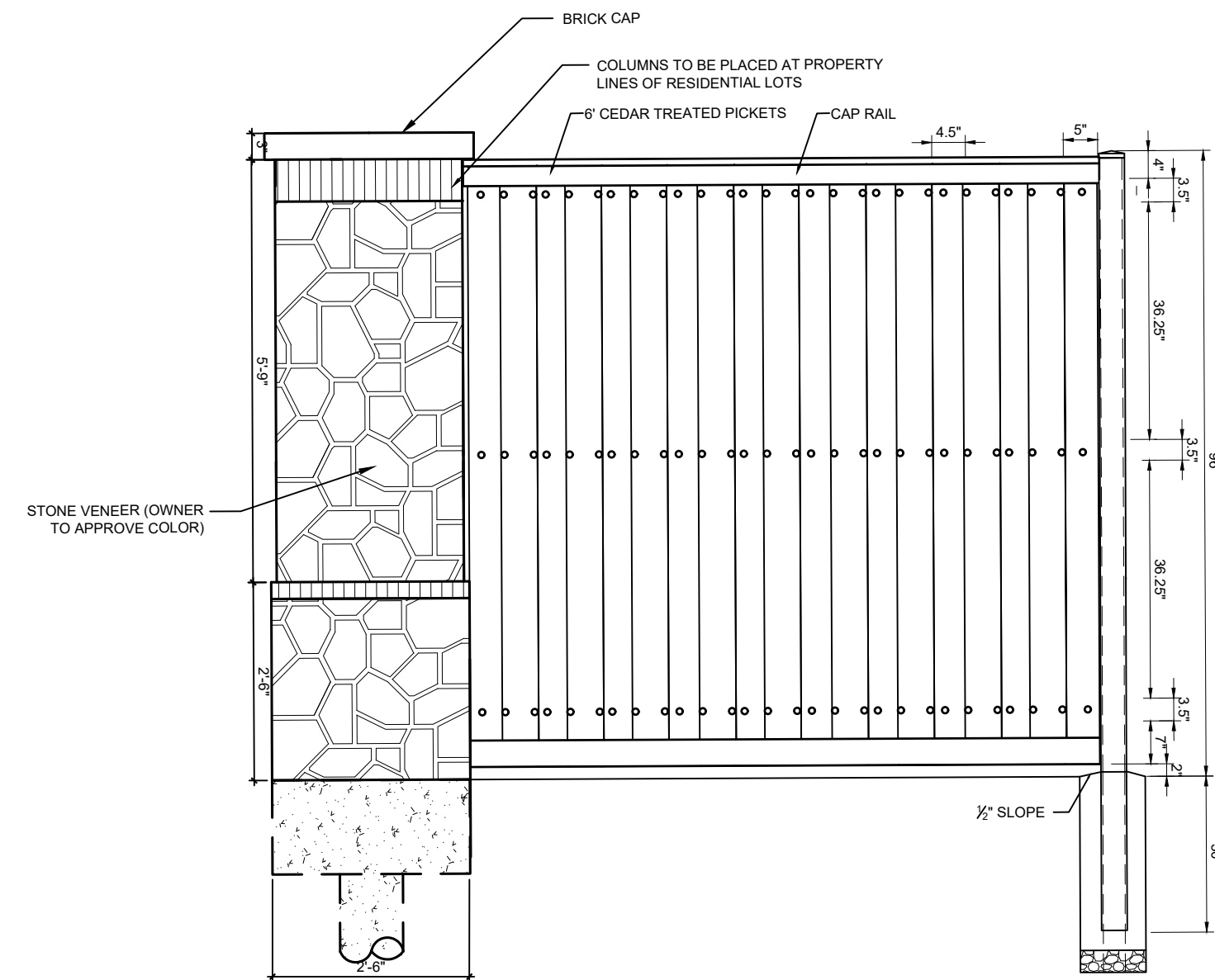
WALTON RIDGE
CITY OF CORINTH, TEXAS
LANDSCAPE DETAILS

No.	Date	Revision Description

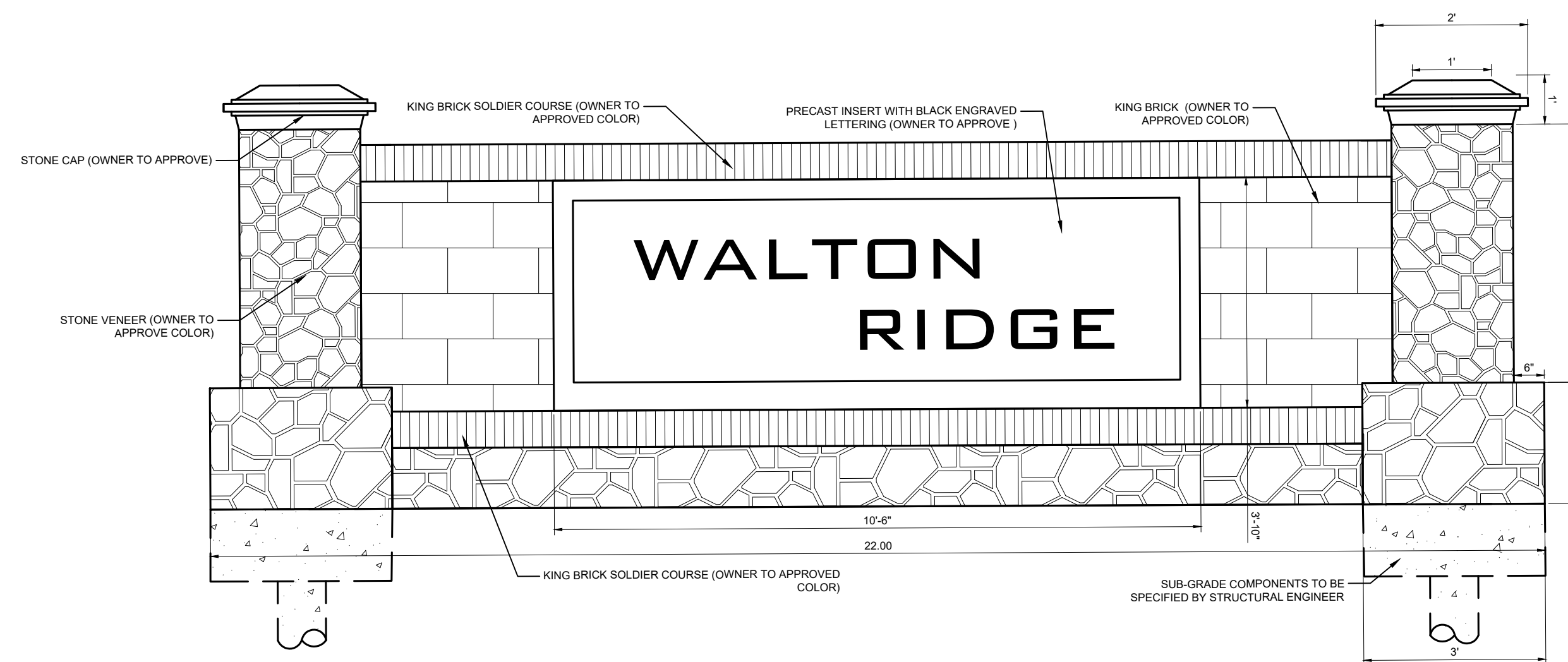
REGISTERED LANDSCAPE ARCHITECT
MICHAEL A. WILSON
3068
STATE OF TEXAS
05/06/2021

SHEET NUMBER
L-2.1

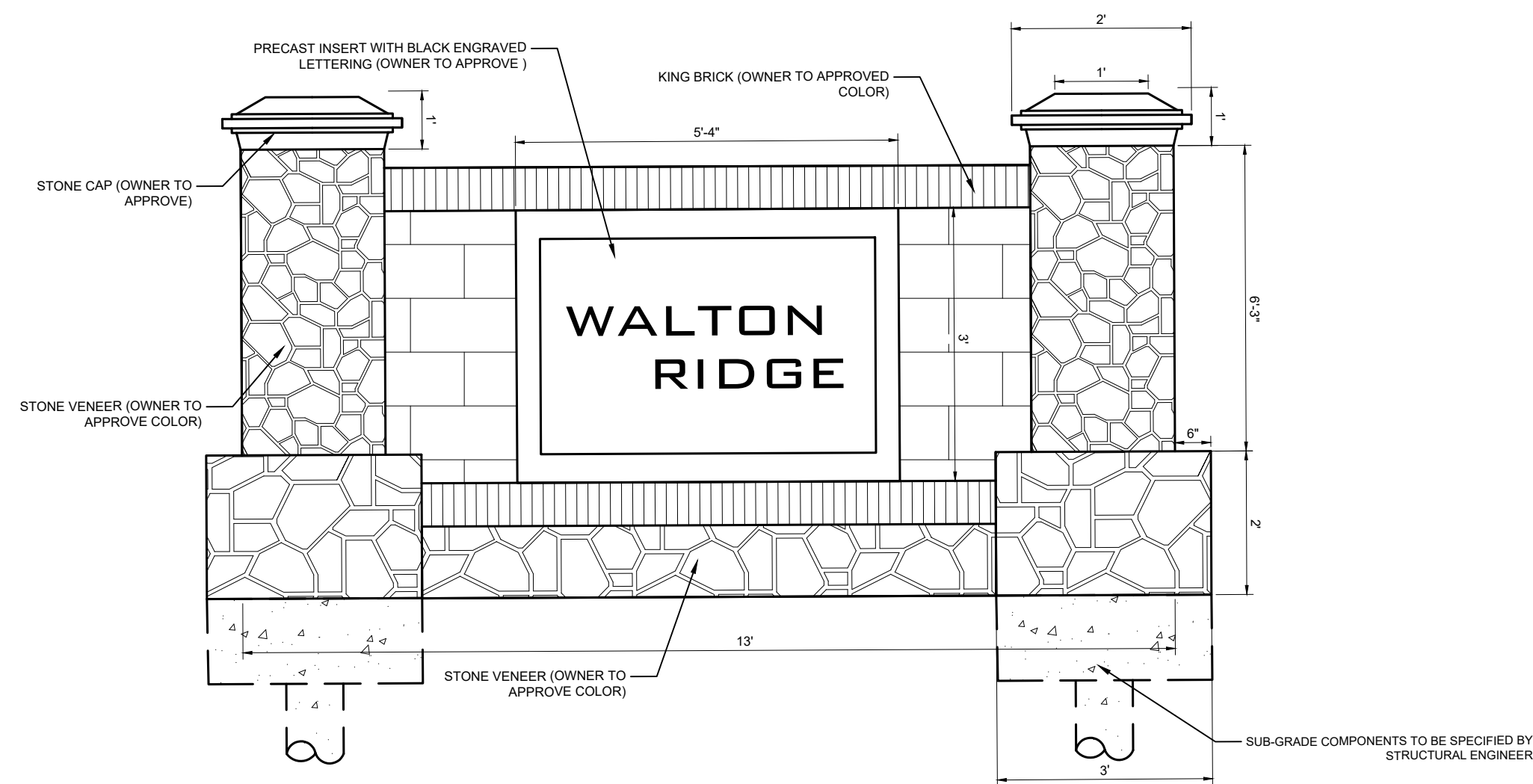
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1 8' BOARD ON BOARD FENCE WITH MASONRY COLUMNS
NTS



2 PRIMARY MONUMENT SIGN (WALTON DRIVE)
NTS



3 SECONDARY MONUMENT SIGN (SHADY REST)
NTS

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
REGISTRATION # F-10599 (TEXAS)

WALTON RIDGE
CITY OF CORINTH, TEXAS
LANDSCAPE DETAILS

No.	Date	Revision Description

PROJECT NO.: 090-20-011



**Know what's below.
Call before you dig.**
(@ least 48 hours prior to digging)

BENCHMARKS

SOURCE BENCHMARK: City of Corinth Monument CM09, being a disk stamped "CM09", located in the median of Corinth Loop West of Shady Rest Lane.
Elevation = 569.68'

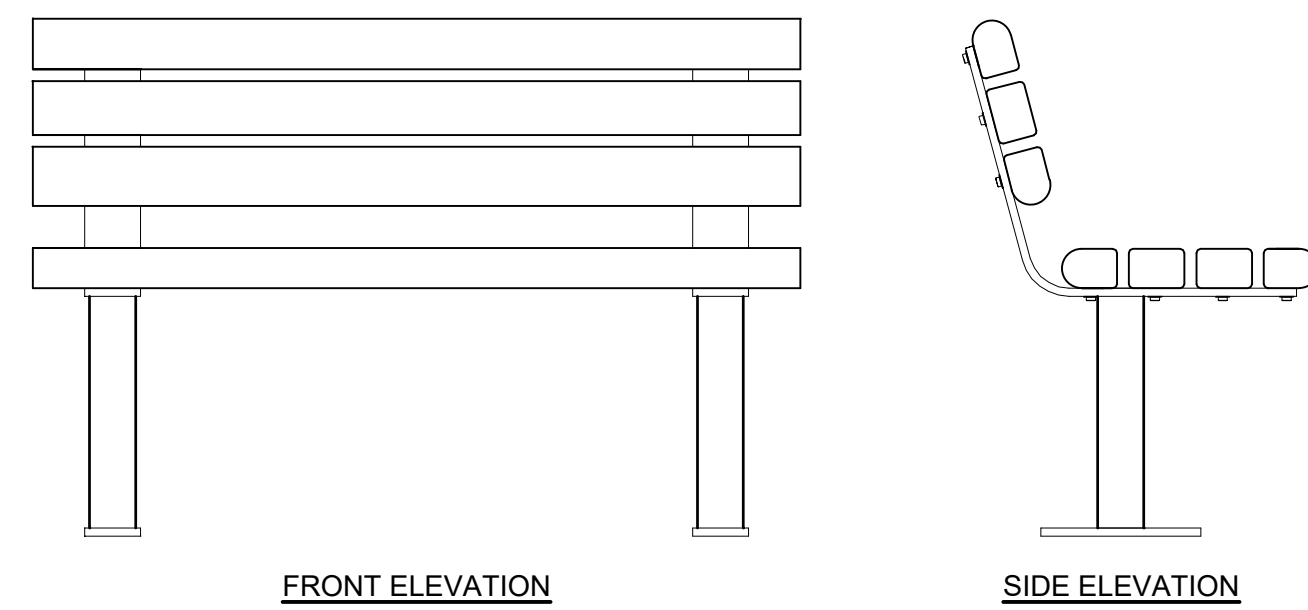


SHEET NUMBER

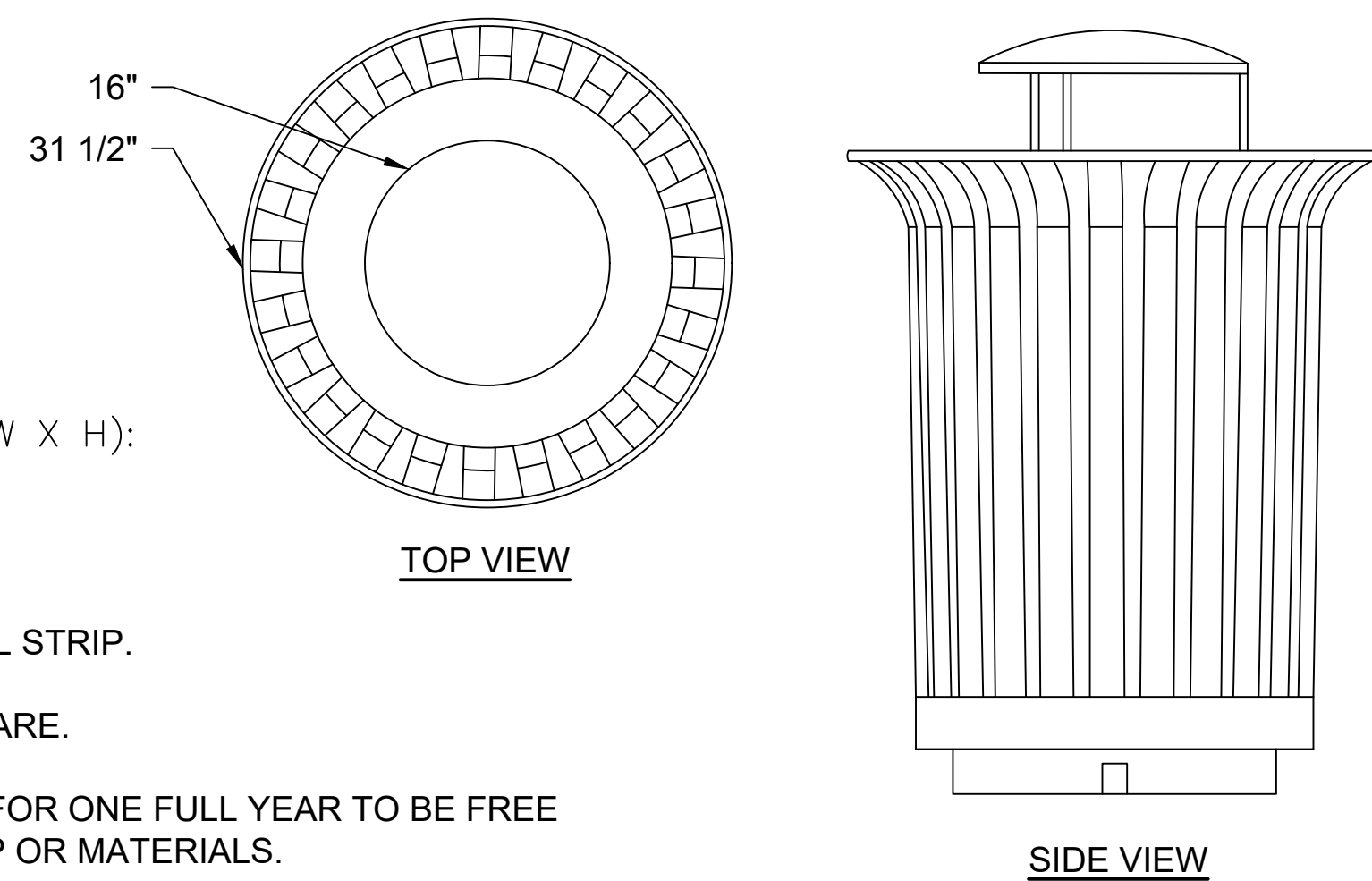
L-2.2

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

File: B:\Clients\090 (Skorburg Development)\090-20-011 (Walton Ridge - Corinth)\Civ\Sheet Set\1.0 LANDSCAPE PLAN.dwg | Date Plotted: 5/6/2021 11:40 AM | Plotted By: mwilson



1 POLY WOOD-GRAIN BENCH
NTS



SPECIFICATIONS
 PRODUCT DIMENSIONS (L X W X H):
 - 23 3/8" DIA. X 42 1/4" H.
 COATING:
 - POWDER COAT FINISH.
 FRAME:
 - MIG WELDED 1 1/2" X 1/4" STEEL STRIP.
 HARDWARE:
 - ALL STAINLESS STEEL HARDWARE.
 WARRANTY:
 - ALL ITEMS ARE GUARANTEED FOR ONE FULL YEAR TO BE FREE OF DEFECTS IN WORKMANSHIP OR MATERIALS.

2 TRASH RECEPTACLE
NTS

BANNISTER
ENGINEERING
 240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
 REGISTRATION # F-10599 (TEXAS)

WALTON RIDGE
 CITY OF CORINTH, TEXAS
 LANDSCAPE DETAILS

No.	Date	Revision Description

PROJECT NO.: 090-20-011



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

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SHEET NUMBER

L-2.3

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

CITY OF CORINTH
Staff Report

Meeting Date:	5/20/2021	Title:	Ordinance Covid-19 Amendment
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>		

Item/Caption

Consider and act on Ordinance No. 21-05-20-15 amending Ordinance No. 21-03-18-10 by repealing Section 2 “City Facilities/Mitigation Efforts in its entirety, to remove face mask requirements within city facilities and reopening city facilities beginning June 1, 2021.

Item Summary/Background/Prior Action

In order to be consistent with previous state and local directives issued by Governor Abbott and Denton County, the Council determined it necessary to adopt Ordinance No. 21-03-18-10 to repeal any provisions of previous Council ordinances or declarations inconsistent with GA-34. Because of the level of vaccinations and declining COVID cases the organization is prepared to return to a green level response effective June 1, 2021. Adoption of the ordinance will enable the city to do so. However, the ordinance does retain the emergency provision on the COVID response in order to receive federal funds for the COVID response and recovery.

Staff Recommendation/Motion

Staff recommends approval of Ordinance No. 21-05-20-15 as presented.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 21-05-20-15**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING ORDINANCE NO. 21-03-18-10 BY REPEALING SECTION 2, “CITY FACILITIES/MITIGATION EFFORTS”, IN ITS ENTIRETY, TO REMOVE REQUIREMENTS RELATED TO THE WEARING OF FACE COVERINGS WITHIN CITY FACILITIES; PROVIDING THAT CITY FACILITIES WILL BE OPEN ON LEVEL GREEN BEGINNING JUNE 1, 2021, PURSUANT TO THE CITY OF CORINTH READINESS RESPONSE PLAN; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, beginning in December 2019, Coronavirus Disease (COVID-19), spread throughout the world and was declared a global pandemic by the World Health Organization; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a statewide public health disaster due to COVID-19; and

WHEREAS, pursuant to Section 37.08, “Organization”, of Chapter 37, “Emergency Management”, of Title III, “Administration”, of the City of Corinth’s Code of Ordinances, the Mayor serves as the Emergency Management Director of the City’s Office of Emergency Management; and

WHEREAS, the Mayor determined it necessary to declare a local state of disaster due to public health emergency, and rather than exercising his authority to issue a declaration of local disaster for a seven-day period and seek extension or continuation by City Council, the Mayor presented Ordinance No. 20-04-02-08 to the City Council to take effect at 10:59 p.m. on April 2, 2020 and to remain in effect until the Mayor declares the emergency terminated; and

WHEREAS, on May 7, 2020, the City Council adopted the City of Corinth Readiness Response Plan, attached hereto and incorporated as if set forth fully herein as Exhibit “A”, via Ordinance No. 20-05-07-15; and

WHEREAS, on March 2, 2021, Governor Greg Abbott issued Executive Order GA-34, which rescinded his previous orders related to mandates on face coverings and restrictions on gathering, but continued to permit business owners and other establishments to require employees and customers to wear face coverings; and

WHEREAS, in order to be consistent with other state and local directives issued by Governor Abbott and Denton County, the Council determined it necessary to adopt Ordinance No. 21-03-18-10 to repeal any provisions of previous Council ordinances or declarations inconsistent with GA-34, to require City employees to wear face coverings in certain instances, and to encourage continued mitigation efforts; and

WHEREAS, now the City Council wishes to amend Ordinance No. 21-03-18-10 to remove the requirement that City employees wear face coverings within City facilities and to provide that City facilities will be open on Level Green beginning June 1, 2021, pursuant to the Readiness Response Plan; and

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

SECTION 1. INCORPORATION OF PREMISES.

- 1.01. Recitals. The premises set forth above are the stated findings of the City Council of the City of Corinth, serve as the basis for and are incorporated into this Ordinance as if written word for word.
- 1.02. Executive Orders of Governor Abbott. All declarations and orders issued by Governor Abbott and the Denton County Judge relative to the COVID-19 disaster are incorporated herein to the extent applicable for receipt of federal and state funds to mitigate the costs of COVID-19 incurred by the City of Corinth, including expenditures of such funds to facilitate the delivery of City services remotely.

SECTION 2. AMENDMENT. Section 2, “City Facilities/Mitigation Efforts”, of Ordinance No. 21-03-18-10 is hereby repealed in its entirety with all other provisions of Ordinance No. 21-03-18-10 not herein repealed to remain in full force and effect.

SECTION 3. READINESS RESPONSE PLAN. City facilities shall be open on Level Green, beginning June 1, 2021, pursuant to the City’s Readiness Response Plan, attached hereto as Exhibit “A”.

SECTION 4. PUBLICATION. This Ordinance shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 5. SEVERABILITY. If any subsection, sentence, clause, phrase, or word of this Ordinance or application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions of applications of this Ordinance.

SECTION 6. EXECUTIVE ORDERS. To the greatest extent possible, this Ordinance shall be interpreted as consistent with and supplemental to any executive order issued by the Governor of Texas. All provisions of the executive orders of the Governor of Texas either existing or subsequently issued, and which are made applicable to all jurisdictions by law, shall be automatically incorporated into and constitute terms of this Order, and shall be enforceable as if set forth herein without the necessity for the issuance of any further orders.

SECTION 7. CONTINUATION AND EFFECTIVE DATE. This Ordinance shall become effective on June 1, 2021.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 20th DAY OF MAY 2021.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

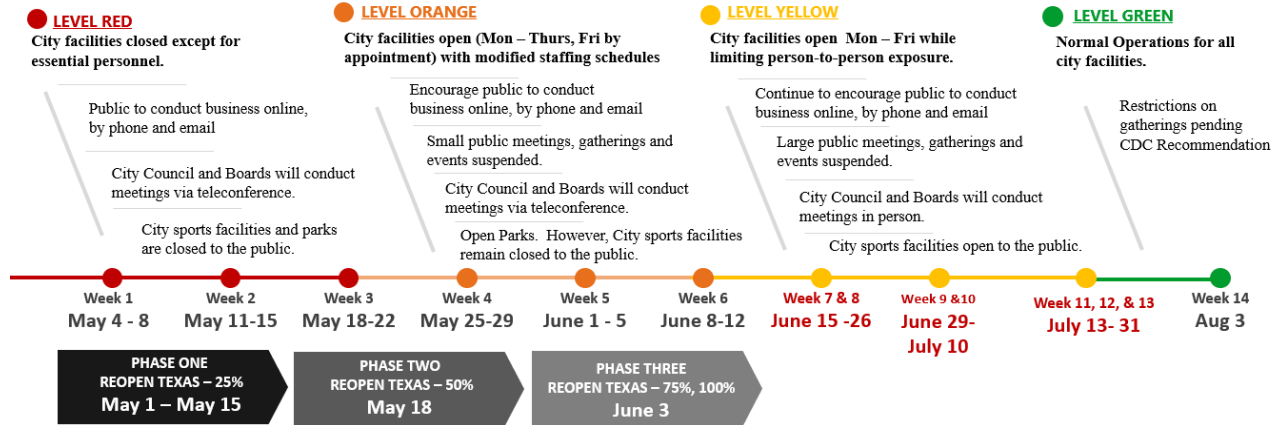
Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Exhibit A
City of Corinth Readiness Response Plan

CORINTH READINESS RESPONSE PLAN



**CITY OF CORINTH
Staff Report**

Meeting Date:	5/20/2021	Title:	Appointment P&Z Commission, Place 4 & Vice Chair
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.		

Item/Caption

Consider and act on nominations, appointments, resignations, and removal of board members for the Planning & Development Commission.

Item Summary/Background/Prior Action

Lindsey Baker, Vice Chair of the Corinth Planning & Zoning Commission, has accepted a new employment position in another state and resigned her position. The City Council needs to fill the newly vacated position. Wade May, an experienced Commissioner, currently serves as an alternate and has demonstrated excellent leadership and participation. Staff recommends Wade May be appointed as Commissioner for Place 4 and to also serve as the Vice Chair.

The proposed appointment will result in the vacancy of Place 6, Second Alternate position and it is anticipated to be filled later this year with the other board and commission appointments.

Staff Recommendation/Motion

Move to appoint Wade May as Place 4 Commissioner and to serve as the Vice Chair of the P&Z Commission.

CITY OF CORINTH
Staff Report

Meeting Date:	5/20/2021	Title:	Contract Broadband – ILA – Lake Cities (Marketplace.city)
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>		

Item/Caption

Consider and act on an Interlocal Agreement (ILA) with Lake Dallas, Hickory Creek, and Shady Shores for the consulting services of Marketplace.city to identify potential broadband providers.

Item Summary/Background/Prior Action

The Lake Cities continue to work together to provide a more stable internet experience for its residents. They desire to participate with engaging the services of Marketplace.city to identify potential internet service providers. Corinth will manage the contract with Marketplace.city. There is no cost to any of the Lake Cities for this project.

Financial Impact

There is no financial impact.

Staff Recommendation/Motion

Staff recommends approval of the Interlocal Agreement between the Lake Cities, to engage with Marketplace.city.

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Consultant and CORINTH in the performance of the various Project components for the purpose of identifying qualified broadband service providers. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the Consultant Agreement.

3. **Consideration.** Each agree that their cross promises set forth in Section 2 serve as valid consideration and fairly compensate the Parties for services provided.

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

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

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

CORINTH

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

LAKE DALLAS

Mike Wilson, Interim City Manager
212 Main Street
Lake Dallas, TX 75065
Telephone: (940) 497-2226

HICKORY CREEK

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

SHADY SHORES

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

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

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

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

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

11. **Non-Waiver.** Any failure by a LAKE CITIES MEMBER to insist upon strict

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

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

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

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____ 2021, in duplicate originals.

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

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Date

Bill Heidemann, Corinth Mayor

Date

CITY/GOVT ENTITY OF SHADY SHORES, TEXAS

Cindy Aughinbaugh, Shady Shores Mayor

Date

ATTEST:

Wendy Withers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF HICKORY CREEK, TEXAS

Lynn Clark, Hickory Creek Mayor

Date

ATTEST:

Kristi Rogers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF LAKE DALLAS, TEXAS

Michael Barnhart, Lake Dallas Mayor

Date

ATTEST:

Cody Delcambre, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT "A"
COPY OF MARKETPLACE.CITY MEMORANDUM OF UNDERSTANDING (MOU)



500 West Madison, Suite 1000, Chicago, Illinois 60661

Name: City of _____ Date: _____
Address: _____

RE: Memorandum of Understanding Regarding Vendors Selected by the City Through Marketplace.city Clearbox Process

In connection with, and as a condition of, granting the City of _____ (hereinafter "the City") access to our Clearbox Process and website, <https://marketplace.city> (together with all of the various information available thereon or otherwise provided/made available by us, the "Website"), and, we ask that the City execute and return this Memorandum of Understanding ("MOU").

The purpose of this MOU is to outline certain expectations in connection with the City's use of the Clearbox Process. As you know, we currently grant free access to the Website and all services, including the ClearBox Process, to governmental bodies and their agents like the City. Instead we rely solely on the fees that we receive from our listed vendors. The components of service Marketplace.city will provide is described in Appendix A.

To ensure that we are able to continue to provide users like the City with free access to the Website and associated services, in the event that after reviewing the information provide by Marketplace through the Clearbox Process, whether via the Website or otherwise, as a part of this agreement, the City finds a vendor (hereinafter "Vendor"), the City agrees to require each such Vendor to first pay the appropriate administration fee directly to Marketplace, which shall be the sum of 7% of the Vendor's total contract value. In order to facilitate this, the City agrees to let Marketplace know of each such agreement reached with a Vendor and to further:

- ask such Vendor to register with/through our Website prior to entering into the subject agreement with such Vendor; and
- cause the following provision to be substantively made a part of the subject agreement between the City and the Vendor:

The parties acknowledge that: (a) the services provided by MARKETPLACE.CITY INC., an Illinois corporation ("**Marketplace**"), were integral in facilitating the relationship between the parties in connection with this agreement; (b) for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Marketplace has fully earned, and is entitled to, a fee in an amount equal to seven percent (7%) of the gross purchase price of all goods/services purchased from [**Vendor Name**] pursuant to this agreement (such fee, the "**Marketplace Fee**") to be paid directly by [**Vendor Name**]; (c) the Marketplace Fee will apply only to this contract and any contracts piggybacked and/or referenced by other government agencies,

not existing contracts or future contracts with [Vendor Name] (d) contemporaneously with the execution and delivery of each order of goods/services pursuant to this agreement, [Vendor Name] will pay the applicable Marketplace Fee, directly to (or otherwise at the direction of) Marketplace upon receipt of payment for this contract

For the avoidance of doubt, this MOU is intended to be a fully binding agreement between the parties. In the event that the City fails to adhere to the above agreement, its access to the Website will be immediately terminated and we reserve the right to take any and all other actions available to us under applicable law.

This MOU will immediately terminate within two (2) year from the date hereof, provided that Marketplace may request that the City extend this MOU and/or enter into a new MOU if the City is still using the Website at that time.

If the above terms and conditions are acceptable, please indicate your acceptance by execute this MOU where indicated below and have it returned to me. Should you have any questions regarding this MOU please feel free to contact me directly at (201) 253-7191.

MARKETPLACE.CITY INC.

By: _____ Date: _____

Print Name: _____ Chris Foreman _____ Title: _____ CEO _____

CITY: _____

By: _____ Date: _____

Print Name: _____ Title: _____

Appendix A

This appendix outlines the services provided by Marketplace.city to the City for its Clearbox process. The process diagram is shown below

Our Clearbox Process



- Provides area of interest, scope of project and requirements
- Can be “outcome based” or specific

- Broad based market review of similar implementations and relevant companies
 - Marketplace.city database
 - Prior reviews
 - Direct company outreach
 - General research

- Review outline with government stakeholders to confirm course
- Updates to Market Landscape where necessary

- Validations of past implementations
- Contract data including pricing and business model
- Pricing – quote level if requirements are specific
- Procurement vehicles – coop, piggybacking etc. – where available

- Government makes decision on solution, company and next step
- No requirement to move forward

- Gov't Led
- Marketplace.city Led



5

When the City and Marketplace.city use this process to research and source smart city, information technology and technology enabled products and services they will:

City has:

- Unlimited use of the process for their initiatives
- Access to all other Marketplace.city Clearbox solutions and content
- Ability to make procurement choice upon completion
- Ability to choose not to use the process at their discretion to issue RFP or other vehicle (no lock in)
- The right to audit the process by conducting parallel research and sourcing methods using internal and/or external resources to determine the validity of the process
- The ability to share any existing or future city contracts to be put into the Clearbox structure and process

Marketplace.city will:

- Complete Clearbox Process, up to the vendor decision point, for requests within two (2) month of receiving complete scope
- Be available reviews of content and output

- Make the process available to all City departments & teams
- Work to provide a mutually agreed upon presentation format
- Provide backup materials relating to contracts and pricing where they are available
- Use all reasonable means to include local vendors and work with the City to reach those vendors
- Provide reporting to City and regular and request intervals on status and outcomes from the process
- Work with the City to use cooperative purchasing language in contracts initiated by vendors
- Publish and share City contracts on Marketplace.city website to be used by other government agencies, where applicable

The City is the full discretion to enter into the Clearbox Process and can use any procurement method at their disposal to complete the process.

Appendix B

Below outlines the sample financial arrangement for a contract using the Clearbox process for the City.

The City uses Marketplace.city’s Clearbox process for Project A. Project A results in the City entering into a contract with Company X with a value of \$150,000. Marketplace.city fees paid by the vendor:

City Contract Value	\$150,000
Marketplace.city Admin %	7%
Marketplace.city Admin Fee	\$10,500

Marketplace.city is paid \$10,500, by Company X upon receipt of payment from the City. If Company X is paid in multiple installments, payments to Marketplace.city are due upon receipt of each installment. If the City cancels the contract with Company X, Marketplace.city would only be paid by Company X 7% of the fees that Company X has received before cancellation, if any.



Proposed Next Steps for The Lake Cities ISP/Broadband Project

Per our 5/10 discussion, below are the proposed steps for the Lake Cities ISP and Broadband Project and Marketplace.city (MPC). Date range is estimate and can be shortened/length based on the groups need. Finalized timeline can be completed with discussion with the cities/stakeholder on required deadlines and internal steps.

The timeline can be relatively fast because our process does not need every technical detail to be solved before getting information from vendors. That may limit the pool and potentially unknowingly limits to a subset of vendors.

#	Step	Date/Date Range
1	MPC to Draft Scope Document/Opportunity Overview for stakeholder review	5/10 – 5/21
2	Review Scope Document and Discussion Vendor Outreach Option	5/24- 5/28
3	MPC to Finalize Scope Document, Vendor Questionnaire and Outreach Document. Will work with Cities + technology resources/consultant to incorporate all known. Note this could be longer if technical resources need to create or update materials	5/31 – 6/16
4	Final Review of materials and outreach plan	6/17- 6/18
5	Vendor Outreach (through agreed upon process)	6/21 – 7/16
6	MPC Analysis of response	7/19 – 7/23
7	Stakeholder review of vendor data	7/26- 7/30
8	Vendor Meetings	8/2 – 8/20
9	Vendor Scoring/Rating/Final Evaluation- Stakeholders with MPC support	8/23 – 9/3
10	Vendor Selection/Recommendation	9/3
11	Contracting/Partnering	TBD

Assumptions

- Assumed Cities/MPC would lay out the background, goals and parameters for success (bounds of a public/private partnership), capital to be committed etc.) in Step 1-3
- Vendors would respond with:
 - o Proposed solution
 - o Proposed structure of P3
 - o Proposed Financing
 - o Timeline and Milestones of Implementation
- Vendor Meetings would be used to evaluate 3-5 best fit vendors for capabilities, experience, and approach and partnering model



- Single partner (or consortium) would be selected to negotiate final public/private partnership given specific details.

Value of this Model for this Project

- Can evaluate provider, technology, P3 approach simultaneously and not be fixed on one of those to evaluate the others.
- Allows to evaluate emerging technology and P3 models.
- No upfront cost to Marketplace.city
- Transparency - Decision Packet is "Council Ready" and show the full set of solutions evaluate as well as process.
- Resources – Marketplace.city will create all documentation and analysis of vendors in side-by-side format savings resource time.
- Competitiveness – Vendors through the process know it is competitive and bring their best pricing forward on first outreach.