

Amended 06/28/2021



## CITY COUNCIL WORKSHOP & REGULAR SESSION

Thursday, July 01, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

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A. **NOTICE IS HEREBY GIVEN** of a Workshop and Regular Session of the Corinth City Council.

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

C. **WORKSHOP AGENDA**

1. Hold a discussion on the ownership and maintenance of streetlights.
2. Hold a discussion on the financing of *The Commons at Agora*, including the issuance of certificates of obligation.
3. Hold a discussion on property values and the calculation of disputed values through the Denton County Central Appraisal District.
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.

D. **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. Interlocal Agreements; Mutual Aid Agreements; Governmental Services
- b. Robert B. Palmer and Sherry L. Palmer v. Derek William Kirkwood, et al, Civil Action No. 4:20-cv-688, United States District Court, Eastern District of Texas
- c. Martinez v. City of Corinth Police Department, et al, Case 4:21-cv-00146-ALM (U.S. District Court - Eastern District)
- d. Public Information Requests: Attorney General ruling OR2021-15299 issued June 10, 2021

- e. C&JJ Investments, LLC v. City of Corinth, Cause No. 21-5053-431, (431<sup>st</sup> Judicial District, Denton County, Texas)

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

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

- a. Project Agora

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

**F. PROCLAMATIONS AND PRESENTATIONS**

- 2. Proclamation recognizing 100<sup>th</sup> birthday of former Mayor Johnny Johnson.

**G. CITIZENS COMMENTS**

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

**H. CONSENT AGENDA**

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

- 3. Consider and act on minutes from June 9, 2021 and June 17, 2021.

**I. BUSINESS AGENDA**

- 4. Consider and act upon an Alternative Compliance Application for Tree Preservation for a Single-Family Residential Lot on ±.587 acres, located at 2502 Oak Bluff Drive in The Bluffs at Pinnell Pointe Subdivision. (Oak Bluff Drive AC21-0011)
- 5. Consider and act on a Resolution for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District.

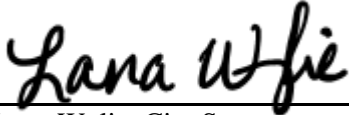
6. Consider approval of a contract with Architexas for the architectural design of the Commons at Agora in the amount of \$346,960.00 and authorize the City Manager to execute any necessary documents.
7. Consider approval of Contract Amendment No. 1 with Jones|Carter to add the engineering site design of the Commons at Agora in the amount of \$393,240.00 for a total contract price of \$921,690 for design of the streets and park civil infrastructure and authorize the City Manager to execute any necessary documents.
8. Consider approval of a contract with TBG Partners for the architectural design of the Commons at Agora in the amount of \$394,400 and authorize the City Manager to execute any necessary documents.
9. Consider approval of a contract with Byrne Construction Services for the Construction Manager at Risk for the Commons at Agora for a preconstruction services amount of \$7,500, a Construction Services Fee of 3.50%., General Conditions amount of \$428,431.00 for a total proposal of \$610,931.00 and authorize the City Manager to execute any necessary documents.

**J. COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

**K. ADJOURN**

Posted on this 28th day of June 2021, at 5:30 P.M., on the bulletin board at Corinth City Hall.



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Lana Wylie, City Secretary  
City of Corinth, Texas

# CITY OF CORINTH

## Staff Report



<b>Meeting Date:</b>	7/1/2021	<b>Title:</b> Report   Tanko Streetlight Valuation
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
<b>Governance Focus:</b>	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	
	<u>N/A</u>	

**Item/Caption**

Hold a discussion on the ownership and maintenance of streetlights.

**Item Summary/Background/Prior Action**

The City has contracted with Tanko Lighting to evaluate the feasibility of purchasing the streetlights from Oncor.

An initial strategy is to take ownership of the new streetlights, including those installed in new planned developments and in city-initiated development. In this case, “the City of Corinth no longer desires Oncor to install and maintain streetlights in new planned developments and will move forward to have these all new streetlights to be classified under the Schedule D tariff.”

The Oncor position is that Oncor’s ownership is less costly and more efficient for the City to have Oncor own and maintain the streetlights. In addition, these lights will not be represented in the Oncor Streetlight Outage Reporting Tool (SLOTS). This will prohibit residents and city staff from reporting outages or other maintenance issues that might incur, e.g., a knocked-down pole in the road.

Oncor will require an authorized Streetlight Supplement is still required for Schedule D accounts to be created and billing to commence. Oncor will deliver the power to an agreed upon Point-of-Delivery (POD) location/site. From the POD, the city will be responsible for all cabling, poles, fixtures and ongoing maintenance. If for any reason the City elects to get out of the ownership and maintenance of Schedule D streetlights, Oncor will decline any transfer of ownership.



The City of Dallas recently began to add new streetlights using city funds to address crime concerns. City officials have expressed concerns over Oncor's ownership and inconsistency of providing streetlights. A recent article cited the City's interest in addressing their concerns over service and rates through the franchise agreement.

Using crime control may be an effective strategy in moving forward.

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



<b>Meeting Date:</b>	7/1/2021	<b>Title:</b>	Review   The Commons at Agora
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
<b>Governance Focus:</b>	<i>Sub-Ends:</i>		
	<input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input checked="" type="checkbox"/> High-Quality Retail <input checked="" type="checkbox"/> High-Quality Restaurants <input checked="" type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>		

**Item/Caption**

Hold a discussion on the financing of *The Commons at Agora*, including the issuance of certificates of obligation.

**Item Summary/Background/Prior Action**

Additional information to follow.

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



<b>Meeting Date:</b>	7/1/2021	<b>Title:</b>	Review   Property Values
<b>Strategic Goals:</b>	<input checked="" type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
<b>Governance Focus:</b>	<i>Sub-Ends:</i>		
	<input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		
	<u>N/A</u>		

**Item/Caption**

Hold a discussion on property values and the calculation of disputed values through the Denton County Central Appraisal District.

**Item Summary/Background/Prior Action**

Additional information to follow.

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



<b>Meeting Date:</b>	7/1/2021	<b>Title:</b>	Proclamation   Former Mayor 100th Birthday
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
<b>Governance Focus:</b>	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		
	<u>N/A</u>		

**Item/Caption**

Proclamation recognizing 100<sup>th</sup> birthday of former Mayor Johnny Johnson.

**Item Summary/Background/Prior Action**

Former Mayor Johnny Johnson served as mayor of Corinth from April 1982 through April 1983. He resides in Corinth and celebrated his 100<sup>th</sup> birthday on June 23, 2021.



## **PROCLAMATION**

### ***Honoring former mayor Johnny Johnson on his 100<sup>th</sup> birthday***

**WHEREAS**, Johnny Johnson was born June 23, 1921, in Cleburne, Texas; and

**WHEREAS**, Johnny Johnson has been a long-time member of the Lake Dallas Methodist Church; and

**WHEREAS**, Johnny Johnson built his home in Corinth after retiring from the Dallas Ford Motor Company after 30 years of service; and

**WHEREAS**, Johnny Johnson was elected and served as mayor of Corinth from April 1982 through April 1983, during which time the city experienced early years of growth with the Fairview subdivision, established speed limits on I-35 frontage roads, and adopted construction standards as set forth by the Texas Department of Health; and

**WHEREAS**, Johnny Johnson celebrated his 100<sup>th</sup> birthday on June 23, 2021, in the City of Corinth; and

**WHEREAS**, The City of Corinth recognizes Johnny Johnson for his longevity for life and for his lifelong commitment to family, friends, and community.

**NOW, THEREFORE, I**, Bill Heidemann by virtue of the authority vested in me as Mayor of Corinth, Texas and the City Council would like to celebrate this day and to wish Johnny a fantastic and memorable birthday.

*Signed this 1<sup>st</sup> day of July 2021.*

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Bill Heidemann, Mayor  
City of Corinth, Texas

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

<b>Meeting Date:</b>	7/1/2021	<b>Title:</b> Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
<b>Governance Focus:</b>	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>	

**Item/Caption**

Consider and act on minutes from June 9, 2021 and June 17,2021.

**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.



**JOINT WORKSHOP SESSION WITH CORINTH CITY COUNCIL, HICKORY CREEK TOWN COUNCIL, LAKE DALLAS CITY COUNCIL, AND SHADY SHORES TOWN COUNCIL - MINUTES**

**Wednesday, June 09, 2021 at 6:00 PM**

**Public Safety Complex | 3501 FM2181**

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

On this, the 9<sup>th</sup> day of June 2021, the City Council of the City of Corinth, Texas, met in a Joint Workshop Session at the Public Safety Complex at 6:00 P.M., located at 3501 FM 2181, 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
- Lana Wylie, City Secretary
- Michael Ross, Fire Chief
- Chad Thiessen, Assistant Fire Chief
- Jimmie Gregg, Police Captain
- Glenn Barker, Public Works Director
- Brenton Copeland, Technology Services Manager
- Cesar Balderas, Technology Services Specialist
- Lance Stacy, City Marshal

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

Mayor Heidemann called the meeting to order at 6:02 P.M., Invocation was delivered by John Eaton, MarketPlace Chaplins.

**B. WORKSHOP AGENDA**

1. Introduce and receive a report from the Broadband Task Force.

The item was presented and discussed.

2. Receive a staff report on current broadband efforts.
  - a. Mighty River
  - b. MarketPlace.city

The Mighty River and MarketPlace.City contracts were presented. No discussion followed.

- 3. Receive and discuss a report on the Digital Ready Community effort.

The item was presented. No discussion followed.

- 4. Receive and discuss a report on Emergency Planning efforts.

The item was presented and discussion followed.

- 5. Receive and discuss Data-Driven Approaches to Crime and Traffic Safety (DDACTS) policing model that focuses on quality of life issues.

The item was presented and discussion followed.

**C. BUSINESS AGENDA**

- 6. Discuss and consider adoption of the Broadband Strategic Plan.

The item was presented and discussion followed.

Motion made by Garber to adopt the Broadband Strategic Plan as presented. Seconded by Burke.

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

**D. CITIZENS COMMENTS**

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

Evan Huff of Lake Dallas addressed the joint City Councils regarding broadband.

**E. COMMISSIONER COMMENTS, 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.

Bobbie Mitchell, Commissioner Precinct 3, addressed the Joint Council’s.

**F. ADJOURN**

Mayor Heidemann adjourned the meeting at 8:19 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, June 17, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 17th day of June 2021, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Council Members Present:**

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Scott Garber, Council Member
- 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
- Jerry Garner, Police Chief
- Helen-Eve Beadle, Planning & Development Director
- Michelle Mixell, Planning Manager
- George Marshall, City Engineer
- Shea Rodgers, Chief Technology Officer
- James Trussell, Multi-Media Video Production Intern
- Andrea Parker, Engineering Coordinator
- 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.

**B. WORKSHOP AGENDA**

1. Draft Tree Preservation Ordinance provisions/concepts for discussion, consideration, and direction.

The item was presented and discussed.

2. Receive a presentation of the development plans for Parkway at the District submitted by Realty Capital Management, LLC for the city owned property located at the southwest corner of Interstate 35E and Corinth Parkway.

The item was presented and discussed.

3. Review and discuss the proposed Golf Cart regulations.

The item was presented and discussed.

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

No items for the Regular Meeting were discussed.

**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.

Melvin Hoffman of 1708 Osprey Court addressed the City Council requesting consideration of freezing the senior citizen taxes.

**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.

5. Consider and act on minutes from May 20, 2021, May 27, 2021, and June 3, 2021.

There was no discussion on the Consent Agenda.

Motion made by Garber to approve the consent agenda as presented. Seconded by Burke.

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

**E. BUSINESS AGENDA**

6. Consider approval of Ordinance No. 21-06-17-18, an ordinance of the City Council of the City of Corinth, Texas, amending Title VII, "Traffic Code", of the City's Code of Ordinances by adding a new chapter, Chapter 73 to be entitled, "Golf Carts", to provide for regulations for golf carts operated within the city.

This item is tabled until further notice.

7. Consider approval of a contract with Architexas for the architectural design of the Commons at Agora in the amount of \$346,960.00 and authorize the City Manager to execute any necessary documents.

The item was tabled until the July 1, 2021, City Council meeting.

8. Consider approval of Contract Amendment No. 1 with Jones|Carter to add the engineering site design of the Commons at Agora in the amount of \$393,240.00 for a total contract price of \$921,690 for design of the streets and park civil infrastructure and authorize the City Manager to execute any necessary documents.

The item was tabled until the July 1, 2021, City Council meeting.

9. Consider approval of a contract with TBG Partners for the architectural design of the Commons at Agora in the amount of \$394,400 and authorize the City Manager to execute any necessary documents.

The item was tabled until the July 1, 2021, City Council meeting.

- 10. Discuss and consider approval of a professional engineering design and surveying contract with Lockwood Andrews and Newman, Inc for the street and utility infrastructure for NCTC Way and the related design of the closure of the railroad crossings at N. Corinth Street and Walton Drive in the amount of \$307,281.00 and authorizing the City Manager to execute any necessary documents.

The item was presented and discussed.

Motion by Garber to approve the professional engineering design and surveying contract with Lockwood Andrews and Newnam, Inc for the street and utility infrastructure for NCTC Way and the related design of the closure of the railroad crossings at N. Corinth Street and Walton Drive in the amount of \$307,281.00 and authorizing the City Manager to execute any necessary documents. Seconded by Pickens.

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

**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.

City Manager Hart shared the NCTCOG requested a representative from Corinth for their Emergency Preparedness Committee. Council Member Henderson volunteered to represent the City of Corinth.

Mayor Heidemann recessed the regular session at 7:22 P.M. and immediately convened into Closed Session.

**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.

**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.

Interlocal Agreements; Mutual Aid Agreements; Governmental Services

Williams/Washington claims

Martinez v. City of Corinth Police Department, et al, Case 4:21-cv-00146-ALM (U.S. District Court - Eastern District)

**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.

.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)

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

.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)

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

Streetlight Valuation

**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

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

Mayor Heidemann recessed the Closed Session at 8:30 P.M., and reconvened into Regular Session at 8:33 P.M.

Motion made by Burke authorizing the city manager to execute the necessary documents to purchase the Excalibur property in the amount of \$400,000 with the owner demolishing two buildings. Garber Seconded. Voting Yea: Burke, Garber, Holzwarth, Henderson, Pickens

**I. ADJOURN**

Mayor Heidemann adjourned the meeting at 8:34 P.M.

AYES: All

Meeting adjourned.

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

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

# CITY OF CORINTH

## Staff Report



<b>Meeting Date:</b>	7/1/2021	<b>Title:</b>	Alternative Compliance – Tree Preservation, 2502 Oak Bluff Drive (AC21-0011)
<b>Strategic Goals:</b>	<input checked="" type="checkbox"/> Citizen Engagement <input type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
<b>Governance Focus:</b>	<i>Sub-Ends:</i>		
	<input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		
	Click to enter recommendation/decision of supporting group.		

### Item/Caption

Consider and act upon an Alternative Compliance Application for Tree Preservation for a Single-Family Residential Lot on ±.587 acres, located at 2502 Oak Bluff Drive in The Bluffs at Pinnell Pointe Subdivision. (Oak Bluff Drive AC21-0011)

### Item Summary/Background/Prior Action

The Applicant is requesting approval of an Alternative Compliance Application (AC21-0011) for Tree Preservation (required under Section 2.09.02) as presented in the attached worksheet and accompanying exhibits.

The site is presently vacant, and the Applicant is proposing to construct single family residence at the site. The subject property is located within the Bluffs at Pinnell Pointe subdivision, which was platted in 2007. A grading plan for this property has been reviewed and approved by the City Engineer as a requirement for development in this subdivision.

The attached Tree Survey, Protection and Mitigation plan shows the location of all trees on site, with markups showing the trees to be removed and trees to be preserved. As noted in the Application for Alternative Compliance Worksheet, the Applicant is requesting authorization to:

1. Remove 51 protected trees, for a total of 484 Caliper Inches (CI)
2. Preserve 2 protected trees, for a total of 17 CI.
3. Pay a fee-in-lieu-of replacement of non-exempt protected trees, calculated at \$11,400 (Rate of \$150.00/CI) for 76 CI (based on Heavily Treed Lot allowance).

In accordance with Section 2.09.02 of the Unified Development Code, the Applicant is entitled to receive a “Heavily Treed Lot” exemption, which grants a 50% reduction in the number of caliper inches required to be mitigated (replaced) at any site that has an existing canopy coverage of at least 50% of the site’s land area. Therefore, the 152 CI of mitigation would be reduced to 76 CI with this allowance.

In past practice, for individual platted but undeveloped single-family lots, trees removed from the area within the building footprint of the proposed residence, plus a five-foot buffer, the driveway, and easements have been offered for exemption from mitigation requirements. Staff recommends that trees removed from these areas be exempt from replacement, which amounts to 36 protected trees or 335 CI.

After the above-mentioned exemptions and 50% heavily treed lot reduction are applied, a total of 76 caliper inches will be required to be mitigated.

The Applicant indicates that there is insufficient land area for replacement trees to be planted, and therefore requests a fee-in-lieu of replacement of protected trees. The fee-in-lieu-of replacement rate is \$150.00 per caliper inch, which results in an \$11,400.00 fee. As has been granted for other lots in this subdivision, Staff recommends reducing the rate to \$70.00 dollars per caliper inch, resulting in a \$5,320.00 fee-in-lieu-of mitigation.

Additionally, Staff is requesting that City Council grant Staff the flexibility to administratively address additional protected tree removal that may be required during the construction phase and the removal cost will be \$70.00/CI.

Please note that 2 protected trees will be preserved at the site. These trees are separate from the Landscape Regulations of Section 2.09.01 of the UDC, which require the planting of fourteen (14) caliper inches of new trees. Compliance with these requirements will be addressed during the Building Permit process.

### **Applicable Owner/Stakeholder Policy**

Governance Policy

### **Attachments**

1. Alternative Compliance Worksheet
2. Tree Preservation Plan

### **Staff Recommendation/Motion**

Staff recommends approval of the Alternative Compliance Application as presented and authorizing the removal of protected trees, granting the recommended exemptions and fee-in-lieu-of replacement of mitigation to be paid as outlined in this report, the accompanying Tree Preservation Plan, and Alternative Compliance Worksheet.

Motion to approve the Alternative Compliance Application as recommended above.

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

Tree Survey/Tree Protection Plan		
	Number	Caliper Inches
A. <b>Tree Survey:</b> Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a <b>Registered Landscape Architect or Certified Arborist</b> . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.B.3.b.	53	501"
B. <b>Tree Protection Plan:</b> Calculate and graphically show the following:		
a. Total Protected Trees to be removed from site	51	484"
b. Total Protected Trees to be preserved on site	2	17"
c. Total Protected Trees Required to be Replaced (Section 2.09.02B.3.)	15	152"
Subtotal:	15	152"
d. Total Protected Trees required to be Replaced as listed above may be reduced (if determined to meet definition of "Heavily Tree Lot" as calculated in item C., below).	15	152"
– Less 50%	8	76"
Total:	8	76"

Assumptions (if applicable):

C. <b>Heavily Treed Lots:</b> Graphically show and provide the calculations demonstrating that the "Protected Tree" Canopy Coverage on the lot is 50% or more of the land area.*	Protected Tree Canopy Coverage	
	Acres/sq. ft.	Percent
1. Total Lot Area:	.59 Acres / 25,588 SF	100%
2. Total Area of "Protected Tree" Canopy Coverage:	.47 Acres /19,76 7 SF	77%

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

D. <b>Alternative Compliance Request:</b> 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 shown on a <u>Landscape Plan</u> and be distinguished from other required landscaping material e.g., Shall not include trees required per lot, in landscape buffers, etc., as required by other zoning and subdivision regulations.		
2. Request: Fee-in-Lieu-of Replacement of Protected Trees. Identify the criteria necessitating the request for payment of a fee in lieu of replacement fees. City Council May Approve on for developments which meet one of the following Criteria per Section 2.09.02.K.2.	8	76"
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 tress were to be installed, the replacement trees would be planted under the canopy of any existing trees.		
c. Required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)		
d. City has no available property for additional trees to be planted		
<b>Total:</b>	8	\$11,400

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

Applicant: Kenny Powell	Property Location: 2502 Oak Bluff Drive
Calculations and attached Exhibits were completed by Registered Landscape Architect Name: Jeremy Blad	Signature/Seal: -See below-

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



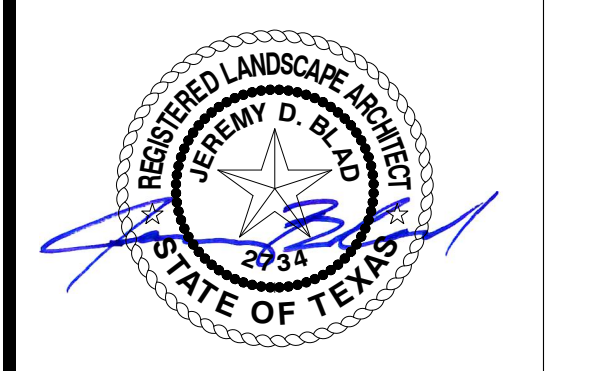
JUNE 22, 2021



Project No:	2021-050
Drawn By:	MAD
Reviewed By:	AAC
Issue Type:	Drawings
Issue Date:	6/22/2021

REVISIONS:

No.	Date	Description



JUNE 22, 2021

PROJECT:  
THE POWELL RESIDENCE  
2502 OAK BLUFF DR.

CORINTH, TX

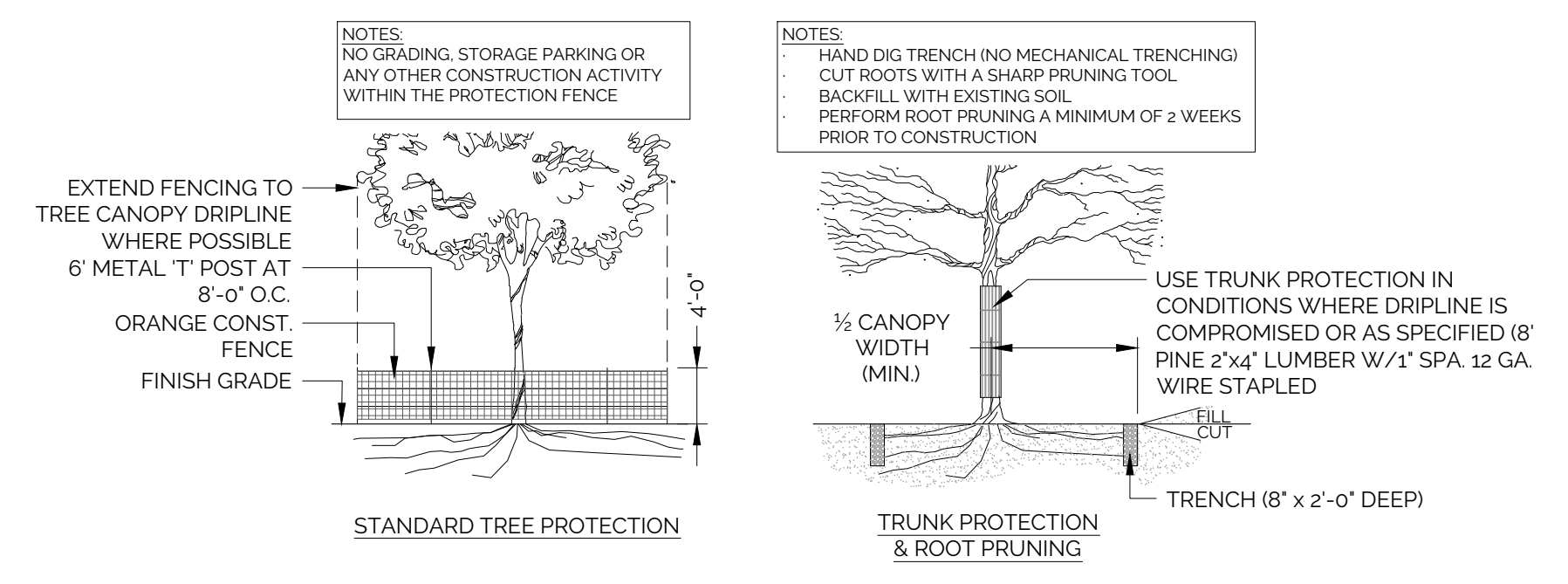
SHEET TITLE:  
TREE PRESERVATION PLAN

SHEET NUMBER:

TP101

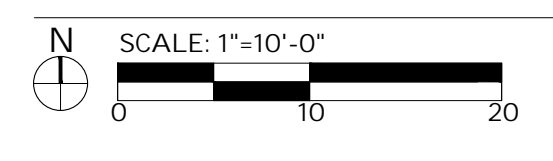
EXISTING TREE LEGEND

- EXISTING TREE, (EXEMPT FROM REPLACEMENT)
- EXISTING TREE, TO BE REMOVED (EXEMPT FROM REPLACEMENT)
- EXISTING TREE DAMAGED, TO BE REMOVED (NOT EXEMPT FROM REPLACEMENT)
- TREE PROTECTION FENCING REF. DET. 1 / THIS SHEET



1 TREE PROTECTION DETAILS  
1/8"=1'-0"

TREE PRESERVATION PLAN







**Valley Quest**  
DESIGN

LANDSCAPE ARCHITECTS  
212 S. Elm St. Ste. 120  
Denton, Texas 76201  
ph: 214.783.1715

CONSULTANT:

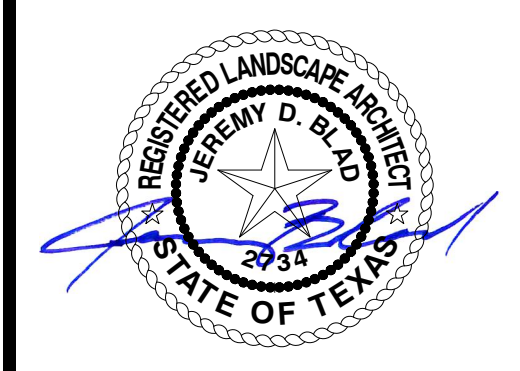
OWNER / CLIENT:

KENNY POWELL  
2502 OAK BLUFF DR.  
CORINTH, TX 76210

Project No:	2021- 050
Drawn By:	MAD
Reviewed By:	AAC
Issue Type:	Drawings
Issue Date:	6/22/2021

REVISIONS:

No.	Date	Description



JUNE 22, 2021

PROJECT:

THE POWELL RESIDENCE  
2502 OAK BLUFF DR.

CORINTH, TX

SHEET TITLE:

TREE PRESERVATION  
TABLE

SHEET NUMBER:

**TP102**

TAG	SIZE (DBH)	COMMON/SCIENTIFIC NAME	CATEGORY	CONDITION	Canopy Coverage SF
201	11	Cedar Elm / Ulmus crassifolia	Removed		380
202	8	Cedar Elm / Ulmus crassifolia	Removed		201
203	11	Post Oak / Quercus stellata	Removed		380
204	9	Post Oak / Quercus stellata	Removed		254
205	8	Green Ash / Fraxinus pennsylvanica	Removed		201
207	13	Post Oak / Quercus stellata	Removed		531
208	10	Cedar Elm / Ulmus crassifolia	Removed		314
209	11	Cedar Elm / Ulmus crassifolia	Removed		380
210	9	Post Oak / Quercus stellata	Removed	Trunk Damage	254
211	9	Post Oak / Quercus stellata	Removed		254
212	14	Post Oak / Quercus stellata	Removed		616
213	10	Post Oak / Quercus stellata	Removed		314
214	11	Post Oak / Quercus stellata	Removed		380
215	6,4	Cedar Elm / Ulmus crassifolia	Removed		314
216	12	Post Oak / Quercus stellata	Removed		452
217	14	Post Oak / Quercus stellata	Removed		616
218	9	Post Oak / Quercus stellata	Removed	30° Lean	254
219	12,5	Post Oak / Quercus stellata	Removed	Trunk Damage	908
220	7	Cedar Elm / Ulmus crassifolia	Removed		154
221	11	Post Oak / Quercus stellata	Removed		380
222	12	Post Oak / Quercus stellata	Removed		452
223	8	Post Oak / Quercus stellata	Removed		201
224	9	Post Oak / Quercus stellata	Removed	Trunk Damage	254
225	10	Post Oak / Quercus stellata	Removed		314
226	14	Post Oak / Quercus stellata	Removed		616
227	6	Cedar Elm / Ulmus crassifolia	Removed		113
228	7, 7	Post Oak / Quercus stellata	Removed		616
229	11	Post Oak / Quercus stellata	Removed		380
232	9,8,6	Post Oak / Quercus stellata	Removed		1662
233	7,6,5	Post Oak / Quercus stellata	Removed		1018
234	12	Cedar Elm / Ulmus crassifolia	Removed		452
235	9	Cedar Elm / Ulmus crassifolia	Removed		254
236	11	Post Oak / Quercus stellata	Removed		380
238	7	Post Oak / Quercus stellata	Removed		154
239	11	Post Oak / Quercus stellata	Removed		380
241	12	Post Oak / Quercus stellata	Removed		452
243	7	Cedar Elm / Ulmus crassifolia	Removed		154
244	6	Cedar Elm / Ulmus crassifolia	Removed		113
245	14	Post Oak / Quercus stellata	Removed		616
246	7	Post Oak / Quercus stellata	Removed		154
247	10	Post Oak / Quercus stellata	Removed		314
248	11	Post Oak / Quercus stellata	Removed		380
249	7	Post Oak / Quercus stellata	Removed		154
252	10	Post Oak / Quercus stellata	Removed		314
253	7	Cedar Elm / Ulmus crassifolia	Removed	Trunk Damage	154
254	8	Post Oak / Quercus stellata	Removed	Fallen Tag	201
256	10	Post Oak / Quercus stellata	Removed		314
257	10	Post Oak / Quercus stellata	Removed		314
258	9	Post Oak / Quercus stellata	Removed		254
259	9	Post Oak / Quercus stellata	Removed		254
260	11	Post Oak / Quercus stellata	Removed		380
261	9	Post Oak / Quercus stellata	Preserve		254
262	8	Post Oak / Quercus stellata	Preserve		201

# CITY OF CORINTH

## Staff Report



<b>Meeting Date:</b>	7/1/2021	<b>Title:</b>	Appointment – Denco Area 9-1-1 Board of Managers
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
<b>Governance Focus:</b>	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment <hr/> <i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <hr/> <i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>		

### Item/Caption

Consider and act on a Resolution for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District.

### Item Summary/Background/Prior Action

Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by July 30, 2021. City Council nominated Mark Klingele. The other nominees are Brandon Barth, Sue Tejmi and David Terre.

### Staff Recommendation/Motion

Staff recommends approval of the resolution supporting Mark Klingele to the Denco Area 9-1-1 Board of Managers.



# Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Greg Ballentine, Executive Director

DATE: June 1, 2021

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 31, 2021, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2021. Denco received the following nominations by the May 31, 2021 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
Brandon Barth	Town of Flower Mound
Mark Klingele	City of Corinth
Sue Tejml	City of Aubrey City of Highland Village City of Justin City of Krugerville City of Lewisville City of Oak Point City of Pilot Point Town of Argyle Town of Bartonville Town of DISH Town of Double Oak Town of Hickory Creek Town of Lakewood Village Town of Northlake Town of Providence Village Town of Trophy Club
David Terre	City of The Colony

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by **5 p.m. on July 30, 2021**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. I have attached a sample resolution you may wish to use and resumes for the candidates. Also attached is a list of current board members.

Please send a copy of your council's office action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at [melinda.camp@denco.org](mailto:melinda.camp@denco.org). We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

Council Resolution No. \_\_\_\_\_

**A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.**

**WHEREAS**, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY / TOWN OF \_\_\_\_\_, TEXAS:**

**Section 1**

The City / Town of \_\_\_\_\_ hereby

**VOTES TO APPOINT** \_\_\_\_\_ as a member of the Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning October 1, 2021.

**Section 2**

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Mayor \_\_\_\_\_

City / Town of \_\_\_\_\_

\_\_\_\_\_  
City / Town Secretary

## Denco Area 9-1-1 District Board of Managers FY2021

### **Bill Lawrence, Chairman**

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2021
- Former Mayor of Highland Village
- Businessman, Highland Village

### **Sue Tejml, Vice Chair**

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2021
- Attorney at Law

### **Chief Terry McGrath, Secretary**

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2021
- Assistant Fire Chief, City of Lewisville

### **Jim Carter**

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2022
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

### **Jason Cole**

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2022
- Businessman, Denton

### **George Karatzis**

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2021
- Serves until replaced by telephone company
- Director, Network Field Engineering, Verizon

All voting members serve two-year terms and are eligible for re-appointment.

# Brandon Barth, CEM®

## PROFILE SUMMARY

Results-oriented, dependable professional with 15 years of emergency response and fire rescue experience. Certified and skilled in emergency management, media, and public relations. Possesses superior communication and multi-tasking skills with an acute attention to detail in a fast-paced, high-stress environment.

## PROFESSIONAL EXPERIENCE

### Flower Mound Fire Department, Flower Mound, TX

#### Emergency Management Officer

March 2014-Present

- Leads, manages, directs, and supervises the functions and programs of the Emergency Management Division.
- Assists in the development, planning, and implementation of Departmental goals and objectives.
- Participates in the development and administration of the Emergency Management Division budget, including the financial planning for staffing, equipment, and supplies for the Emergency Management Division.
- Responds to incidents and provides Emergency Management Support
- Assists the Suppression Division during times of emergency as an officer of the Flower Mound Fire Department
- Manages the Town's Mobile Incident Command Vehicle and supervises the trained driver/operators of the vehicle.
- Serves as the Public Information Officer for the Fire Department, providing news releases/statements, coordinates projects with the Town's Communications Department, and oversees the FMFD website and social media accounts.
- Oversees administrative compliance and scheduling of the AMBUS with the North Central Texas Trauma Regional Advisory Council and the State of Texas Emergency Medical Task Force.
- Serves as the North Central Texas Trauma Regional Advisory Council's Finance Committee Chair Elect.
- Serves as a Medical Incident Support Team member as part of the Texas Emergency Medical Task Force.
- Maintains information and Tier II reports on hazardous materials that are stored in the Town of Flower Mound and project manages hazardous materials spills within the Town.
- Performs various special research projects and responsible for administering special programs.
- Secures technical and financial assistance through grants and Public/Private partnerships.
- Wrote the FY 2018 Staffing for Adequate Fire & Emergency Response (SAFER) Grant and was awarded \$2,768,534.25
- Led the Flower Mound Fire Department's COVID-19 vaccination efforts; vaccinating 1,200 people
- Prepares and presents public awareness programs to civic groups, medical facilities, schools, and other organizations.
- Reviews Special Event Permits and works with other Town departments to plan for special events and to prepare Special Event Emergency Operations Plans.
- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Debris Management Plan and master Emergency Operations Plan and 22 supporting Annexes. Plans the Town's response to disasters and ensures that all entities can respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC) as the EOC Manager, if activated.
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Provides expert knowledge and advice to operating departments on special conditions and operating requirements that would be imposed by disasters.
- Responsible for ensuring operability of 27 outdoor warning sirens and securing interlocal agreements and easements for the installation of sirens (installed 16 new sirens since 2014).
- Manage the Town's Everbridge emergency notification system.



# Brandon Barth, CEM®

- Serves as liaison with community, state and federal authorities concerned with disaster planning, response, and recovery.
- Responsible for seeking FEMA reimbursement post-disaster or reimbursement from the State of Texas post-deployment of Town resources to other disaster or emergency events; over \$1.3 million in the last 3.5 years
- Secured Homeland Security grant funding for a debris response trailer for the Town's Public Works Department as part of the region's Public Works Emergency Response Team
- Serve as the co-chair for the North Central Texas EOC Support Team

## **Allied International Emergency, LLC – Fort Worth, TX**

**May 2011- March 2014**

### Operations Manager

**September 2013-March 2014**

- Managed the daily operations and supervised a staff of 8 employees for the Allied International Emergency's corporate branch.
- Oversaw 500+ annual hazardous materials and environmental remediation projects daily in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during numerous emergency responses.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.

### Project Manager

**May 2011-September 2013**

- Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
- Supervised projects through the emergency response, mitigation, remediation, and closure phases.
- Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
- Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
- Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
- Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
- Conducted sampling of water, air, and soil to determine potential contamination.
- Wrote policies for new hires to the company.



# Brandon Barth, CEM®

## **Baldwin County Fire Rescue – Milledgeville, GA**

**January 2005- March 2011**

### **Full-time Firefighter/Public Information Officer**

**January 2007-March 2011**

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those.
- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted with grant and compliance research on behalf of the executive staff.
- Worked 24-hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
- Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
- Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
- Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1.
- Provided fire safety demonstrations and classes to children in the local school system.
- Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
- Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
- Awarded Firefighter of the Year – Baldwin County Fire Rescue 2008-2009.

### **Part-time/Volunteer Firefighter**

**January 2005-January 2007**

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in more than 80% of emergency calls and training drills and responded to emergencies via notification by pager.

## **EDUCATION**

Bachelor of Business Administration, International Business  
Georgia College & State University - Milledgeville, GA May 2007

## **PROFESSIONAL CERTIFICATIONS**

Certified Emergency Manager, International Association of Emergency Managers  
Fire Service Chief Executive Officer, Texas A&M Engineering Extension Service  
Advanced Professional Series, Federal Emergency Management Agency  
Professional Development Series, Federal Emergency Management Agency  
Amateur Radio License, Federal Communications Commission  
Advanced Structural Firefighter, Texas Commission on Fire Protection  
Advanced Fire Investigator, Texas Commission on Fire Protection

# Brandon Barth, CEM®

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Fire Officer IV, IFSAC/Texas Commission on Fire Protection  
Fire Instructor II, IFSAC/Texas Commission on Fire Protection  
Incident Safety Officer, IFSAC/Texas Commission on Fire Protection  
Hazardous Materials Operations, IFSAC/Texas Commission on Fire Protection  
Firefighter II, IFSAC/Texas Commission on Fire Protection  
Emergency Medical Technician-Basic, National Registry and Texas Department of State Health Services  
Wildland Firefighter, Texas Commission on Fire Protection and Texas A&M Forest Service  
ICS 100, 200, 300, 400, 700, and 800, Federal Emergency Management Agency

## **AWARDS AND COMMENDATIONS**

North Central Texas Council of Governments Regional Service Excellence Award  
International Association of Fire Chiefs Ready, Set, Go! Excellence Award  
Van Zandt County, TX Tornado Deployment Ribbon  
Hurricane Harvey Deployment Ribbon  
Flower Mound Fire Department "All In" Award  
Hurricanes Marco & Laura Deployment Ribbon  
El Paso, TX COVID-19 Deployment Ribbon

## Objective

To be a valuable team member with an organization that is respected worldwide.

## Experience

### University of North Texas 1/2012 - 12/2019

- Adjunct Professor
- Design, develop and teach courses in within the Alternative Dispute Resolution Program.

### Denton Fire Department 4/1983 – 7/2014

- Deputy Fire Chief, Captain, Driver/Operator, and Fire Fighter.

### United States Air Force Active and Reserves 8/1977 - 5/1988

- Crash/Fire Rescue Fire Fighter, Driver/Operator, Station Captain, and Communications.

## Education

### University of North Texas 2002 - 2011

- |                                            |                              |
|--------------------------------------------|------------------------------|
| ▪ 2011 Alternative Dispute Resolution      | University of North Texas    |
| ▪ 2007 Master of Business Administration   | University of North Texas    |
| ▪ 2002 Bachelor of Business Administration | University of North Texas    |
| ▪ 2002 Staff and Command                   | Maryland Fire & Rescue Inst. |

### National Fire Academy 3/2008

- |                               |                       |
|-------------------------------|-----------------------|
| ▪ 2008 Executive Fire Officer | National Fire Academy |
|-------------------------------|-----------------------|

### TCFP Certifications

- Master Firefighter, Fire Service Instructor II, Driver/Operator, and ARFF

## Skills

During my more than 31 years of municipal government experience I spent more than 5½ years managing a large organization including supervising more than 142 employees in communications, emergency medical intervention, emergency scene mitigation, financial management, budgeting, strategic planning, and emergency management. My certifications from Texas Commission on Fire Protection are currently inactive due to my retirement and should be able to renew based on affiliation. Since I obtained my Dispute Resolution Certificate from UNT I have had the opportunity to hone my negotiation, mediation, and problem solving skills through and in conjunction with the University of North Texas. As an Adjunct Professor I have become very comfortable in front of people and am able to handle any public speaking request.

## Sue Rosson Tejml

[stejml@aol.com](mailto:stejml@aol.com) Cell: 940-368-1085  
 835 Orchid Hill Lane, Argyle-Copper Canyon, TX 76226-4526  
 Photo: March 2019 – photograph by Bill Castleman



**PERSONAL:** Native Texan; Copper Canyon resident last 31 years  
 Three adult children, seven grandchildren (ages 8-33)  
 Married 60+ years to Emil Tejml (engineer & attorney)  
 (In case you wondered, his Czech name rhymes - A mull TAY mull.)  
 With corporate moves - we have lived in 4 states, 6 Texas cities, and worked abroad  
**Stay-at-home mother, until I became an attorney at age 40.**

**EDUCATION:** University of Texas at Austin (B.A. History)  
 Texas A&M University at Kingsville (M.A. History)  
 Rice University (full scholarship for Ph.D. History, lack dissertation for Ph.D. degree)  
**New York University Law School: 2 years, Top 10 United States Law School**  
 University of Houston Law School (LL.B. Degree.)

**MAYOR: Town of Copper Canyon for 14 years; re-elected unopposed 7<sup>th</sup> term 2017-2019**

**2004 Master Plan: Maintained Rural Feeling of Town north of FM 407 Town Center!**  
**MINIMUM ONE ACRE home lots for 15 years! 2019: 42% Town is Ag Exempt with fields, trees!**

**“What’s Happening in Copper Canyon”** For 14 years I have personally written this  
 Monthly Mayor’s Column in the *Cross Timbers Gazette*, a local newspaper with 47,000  
 circulation. (Second in circulation in Denton County only to the *Dallas Morning News*.)  
 My attempt to keep residents informed of events in our Town and subjects of general interest  
 in our area – roads, water, gas well drilling, etc. Government **transparency** is my primary goal!

**Argyle Volunteer Fire District Board** (Served 14 years, 2005 to 2019)

**Denton County Emergency Services District #1** Our small town’s dilemma was inability to  
 adequately fund emergency services. ESD’s Founding Committee’s task was to educate residents  
 on the benefits of an ESD. The ESD would collectively provide emergency fire and ambulance  
 medical services to the towns of Argyle, Bartonville, Copper Canyon, Corral City, Northlake, and  
 FWSD #6 and #7 in Lantana. But a specific property tax would be needed to fund it. ESD#1 was  
 created in 2006 by a **62% positive vote in a district-wide special election over 65 square miles.**  
**Citizens voted themselves a tax increase for the specific benefit of Emergency Fire & Medicine.**

### **Neighborhood Watch and Crime Prevention**

Copper Canyon does not have a police department. Resident Block Captains were recruited for  
 all 40 streets in town. Our Town Council contracted with the Denton County Sheriff for Deputies  
 dedicated to Copper Canyon. Every shift a Deputy drives each street in Copper Canyon at least once  
 and provides Rush Hour Traffic Patrol. **Result is a virtually crime free community for past decade!**

**Dallas Morning News: Copper Canyon named one of 10 Best Communities in DFW Metroplex!**  
**Spring 2016. Town rated #6 for safety – a prime concern for all individuals and families!**

**Maintained Same Low Tax Rate for 6 Years (2014-2019):** .297505 includes road bond. Under  
 spend budget each fiscal year. Roll budget surplus into Road Fund or Crime Prevention Fund.

**2009 Road Taskforce:** Composed of one person from almost all 40 roads in Town. **Town Wide Election** approves \$2.5 million bond to rebuild 90% of 25-35 year old asphalt interior residential roads. **Standard & Poors rating AA- (now AA+.) Denton County funds \$14 million to rebuild perimeter commuter roads through Town in concrete:** Copper Canyon Rd, Orchid Hill Ln, Chinn Chapel Rd.

**Drafting Committee: 2010 “Best Practices for Municipalities and Gas Pipelines”**  
A collaborative effort of Denton County Mayors, Commissioners Court, and the Texas Pipeline Association. Goal was to **expedite safe pipeline construction**, but with a **minimal impact** on landowners, local businesses, and future development plans of each city. All affected parties signed!

**Copper Canyon sponsors Annual Denton County Mayors Crime Luncheon: 7 years (2012-2019)**  
Goal was to coordinate information on area crime between the Denton County Mayors, their Police Chiefs, Denton County Sheriff’s Office, Commissioners Court, Legislative representatives, and our Congressman Michael Burgess. **CoServ** Co-Sponsors this annual event with food & financial funds!

**DENCO 911: Vice Chair, Board of Managers. 8 years (2013-2021.)** Elected to 4 terms by 32 Denton County city members. 2019 re-elected by unanimous vote of 24 of 28 City Councils voting. Personally update 8 city councils each year on our **outstanding Denco 911 District! Recognized nationally!**  
**NENA - National Emergency Number Association:** Attended 5 Texas & 5 National Conferences.

**LEGAL: Solo Attorney 15 years:** General Civil Practice - family law, oil & gas, wills, probate, contracts  
Matagorda County Bar Association - President,  
Texas State Bar - CLE Committee, District 5 Admissions, Texas Bar Foundation Life Member

**FAMILY LAW: State Bar Board Certified in Family Law** 10 years – Divorce and Child Custody  
**Texas Supreme Court:** Committees on Child Support Guidelines and on Child Visitation Guidelines

**MUNICIPAL: Bay City, Texas: City Attorney - 6 years.** Estimated 18-20,000 population.  
Municipal Prosecutor & Legal Advisor to Police Department  
Home Rule Charter: City wide elected Public Office, Co-Chairman

**VOLUNTEER: Denton County CASA - Court Appointed Special Advocate for Abused Children**  
**Denton County Children’s Advocacy Center -** Gave \$10,000 for new Office  
HUG Romania – Volunteer in a Romanian orphanage for 3 weeks.

**INTERESTS: Home Design:** Designed 5 of our family homes, including last one in Copper Canyon  
**Misc.:** Computer, cooking, dollhouse miniatures, hunting, organic gardening, new science  
**Read:** Biography, history, current political and global events, 1800’s British romance novels

**TRAVEL: Selected “Eisenhower People to People Ambassador”** – Texas Representative to China’s Department of Justice. One-month tour of China for 50 United States women attorneys & judges.

**Visited for a week to a month each:** Alaska, Australia, Bermuda, Beirut, Canada, China, Czech Republic, England, France, Germany, Greece, Hawaii, Ireland, Italy, Japan, Mexico, Norway, Romania, Russia, Saudi Arabia, Scotland, Singapore, South Korea, Switzerland, Tahiti, Turkey, Venezuela, Wales.

**Hope to visit:** Africa, Argentina, Brazil, Egypt, India, Israel, New Zealand, Peru, Tasmania, Yangtze River. Love travel in our beautiful United States! Especially Texas Hill Country-Padre Island! Wish to see Big Bend!

# David Terre

3941 Teal Cove  
The Colony, Texas 75056  
972-740-4526  
terre.david@yahoo.com

Section I, Item 5.



## OBJECTIVE

If elected to a fourth term, I will continue to work hard, be organized, use common sense, and always apply the golden rule. This approach has enabled me to make significant contributions during my previous three terms.

## EDUCATION

**Drake University/ Moberly Community College**  
BS-Business Administration and a Minor in economics

## EMPLOYMENT HISTORY

**Vice President of Sales | Wilson Sporting Goods**  
Retired

46 Year Career

**Successfully retired after a wonderful 46 year career where I rose through the ranks to become Vice President of Sales responsible for all domestic sales.**

- Directed European Sales Operations while living in Germany
- Experience in Marketing
- Achieved successful coordination of new product introductions
- Managed West Coast Distribution Operations

## LEADERSHIP

### **The Colony City Council**

2011-Present

- 2011 - Received the honor of being elected Mayor Pro Tem during my first term on City Council
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 - First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- 2020 - Reelected to a 4th term on City Council receiving 86% of the total vote

### **The Colony Planning & Zoning Commission**

2008-2011

- Served as Vice Chair

**HONORS**

- 1982 – Drake University Basketball Hall of Fame
- 1994 – Moberly Community College Basketball Hall of Fame
- 1995-2003 – Three-time Senior Olympics Gold Medal Winner for USA Basketball Team
- 1999 – Wilson Wall of Fame Honor
- 2007- Moberly Community College Outstanding Alumni of the year
- 2013 –Washington High School Hall of Fame
- 2018 –Roaring Lambs Hall of Fame

**DCAD ACCOMPLISHMENTS**

I have worked with my fellow Board Members to achieve the following meaningful results:

- Ensure a Quorum is established by being present at each meeting while achieving perfect attendance record.
- Make informed decisions doing the necessary preparation prior to each meeting
- Assisted in developing an Annual Operating Budget to ensure spending stays within budgeted funds while always looking for opportunities to reduce expenses
- Participate in the development and evaluation of the Chief Appraisal Officer each year
- To better serve Denton County Property owners, opened a convenient offsite location in the Lewisville Career Center to handle property tax protests
- Launched an online service permitting property owners to file property tax protests electronically
- Implemented a successful, structured flex work schedule as a benefit and morale Booster for ALL employees

**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 21-07-01-XX**

**A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.**

**WHEREAS**, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

**Section 1**

The City / Town of Corinth hereby votes to appoint Mark Klingele as a member of the Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning October 1, 2021.

**Section 2**

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this, the 1<sup>st</sup> day of July 2021.

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

ATTEST:

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



# CITY OF CORINTH

## Staff Report



<b>Meeting Date:</b>	7/1/2021	<b>Title:</b>	Commons at Agora – Contract – Architexas
<b>Strategic Goals:</b>	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
<b>Governance Focus:</b>	<i>Sub-Ends:</i>		
	<input checked="" type="checkbox"/> Growing Community <input checked="" type="checkbox"/> Delivers Outstanding Service <input checked="" type="checkbox"/> High-Quality Restaurants	<input checked="" type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> High-Quality Retail <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 type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> Keep Corinth Beautiful  <u>N/A</u>	<input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Ethics Commission	

### Item/Caption

Consider approval of a contract with Architexas for the architectural design of the Commons at Agora in the amount of \$346,960.00 and authorize the City Manager to execute any necessary documents.

### Item Summary/Background/Prior Action

The City intends to proceed in the design and construction of the Commons at Agora similar to the Master Plan previously submitted and approved by Council. This Project will require the services of an Architect, Engineer and Landscape Architect as three separate contracts. Additionally, the City is in the process of selecting a Construction Manager At Risk (CMAR) to be included in the design team and provide construction services.

Architexas was selected as part of the Commons at Agora Master Plan. With some slight design modifications, staff intends to continue working with them as the architect on this project. It is anticipated that the “pavilion” will be more of an amphitheater/stage rather than a pavilion. Due to costs, we will not be including the detailed construction plans for the Stoa / Flex space but intend on constructing a bathroom facility to include sufficient restroom facilities for the typical weekday and weekend event. The larger events will require rented facilities.

The project design team will consist of City Staff, Architexas, TBG, Jones|Carter and the CMAR. This team will work closely over the next 10-12 months designing a facility that will attract businesses and restaurants around the Commons at Agora area. The Anticipated schedule is as follows:

Program Development & Schematic Design	10 weeks
Design Development	14 weeks
Construction Documents	16 weeks
Construction	12 months
Anticipated Park opening	Early Summer 2023

The provided services are considered professional services and therefore are not subject to the State bidding regulations.

**Financial Impact**

\$346,960 as provided for in the

**Staff Recommendation/Motion**

Staff recommends approval of a contract with Architexas for the architectural design of the Commons at Agora in the amount of \$346,960.00 and authorize the City Manager to execute any necessary documents.

June 3, 2021

Bob Hart  
City Manager, City of Corinth  
Corinth City Hall  
3300 Corinth Parkway  
Corinth, Texas 76208

**Re: Commons at Agora – City of Corinth  
Proposal for Architectural Design Services -REVISED-6.2.21**

Dear Mr. Hart:

Architexas is pleased to submit this proposal for architectural design services, preparation of construction documents and construction related services for the development of the Commons at Agora in Corinth, Texas. The Commons at Agora is a 2-acre site located on Corinth Parkway across and north of the current Corinth City Hall. A new signature park is envisioned to become a vital asset to creating a community center for the City of Corinth (CoC). The Park will be developed in conjunction with a privately funded mixed-use development that will border the park on the north and east. An initial Park Plan was developed and accepted by the CoC that developed a program for the park, a conceptual park design and an initial project budget. The following proposal will outline our understanding of the project and the scope of services Architexas and our project team of consultants will provide.

**PROJECT TEAM MEMBERS**

Architexas	Architectural Design
Jaster-Quintanilla	Structural Engineering
MEPCE	MEP Engineering
Electro Acoustics	Audio / Visual Design
Essential Light	Site, Building and City Street Lighting Design

Architexas will collaborate and coordinate with TBG, the project Landscape Architect.

**PROJECT PROGRAM**

The following are the currently understood program, scope and programming elements for the project:

- Park Pavilion
  - Design to reference Classical Greek architecture in a contemporary expression.
  - Pavilion to have an elevated stage area that is approximately 1000 SF. with a solid back wall to provide an area to mount a fixed video screen and enclosed space to contain space for AV controls and storage room.
  - Stage area to have fixed in place performance lighting and speakers.
  - Stage to be accessible. Steps to be provided as well.
  
- Public Toilet Building
  - Design to reference Classical Greek architecture in a contemporary expression.
  - Building to have a women restroom with four stalls and a men restroom with two stalls and two urinals and to have two (2) family restrooms.
  - Provide a janitor’s closet and park storage. (potentially a separate structure)

- Coordinate with landscape architect if an above ground pump room needs to be provided for the water feature. (Potentially a separate structure)
- Stoa/Community Building
  - Schematic Design planning for the future phase of constructing the Stoa/Community Building that will consist of site plan, floor plan and elevations.
  - Design to reference Classical Greek architecture in a contemporary expression.
- Audio/Visual
  - In addition to the AV items listed under the Pavilion scope of work, Architexas will explore the opportunity to provide a sound system throughout the park. Complete system design will be prepared. The plans will include a scope alternate to provide conduit infrastructure so the complete sound system could be added at a later phase.
- Lighting
  - Lighting design throughout park including park features.
  - Lighting of the architectural structures.
  - This will include light fixture selection and coordination with electrical engineers.

Consultants and services not included in our scope of services that are to be contracted and paid by the CoC:

- Landscape Architecture
- Civil Engineering
- Electrical Engineering for Site
- Environmental Survey & Consulting
- Site Surveyor
- Geotechnical
- Registered Accessibility Specialist (TDLR fees for registration, review and inspection)
- Construction Materials Testing Lab
- Kitchen Design
- Information Technology (IT) and Security design
- Signage Design

**SCOPE OF SERVICES**

Architexas proposes to undertake the following scope of services:

**TASK 1 – Pre-Design Services and Schematic Design**

**1.1 Government Agency Review**

Architexas will review local zoning ordinances and building codes that will have an influence on the design. A building code review will be prepared that will be utilized throughout the project development.

**1.2 CMAR Selection Process**

Architexas will assist in the selection of a qualified CMAR for the project. Architexas will attend the CMAR interviews and contribute to the evaluation and selection of the most qualified CMAR.

**1.3 Programming/Conceptual Design**

Architexas will participate in further development of the project program with the CoC Design Team. The program will include the establishment of the project goals, collection of the facts

regarding the project, determining needs, testing concepts and the approved park plan evolving to a conceptual design.

- (1) meeting with CoC Design Team (in person)

**1.4 Project Budget Confirmation**

Architexas will assist the selected CMAR in development of preliminary project pricing based on the master plan package and written refined scope leading to an approved construction budget for the project.

**1.5 Schematic Design Documents**

Based on the approved conceptual design, Architexas will prepare a schematic design that will illustrate the scale and relationship of the project components. The schematic design documents of the park will include a site plan, building floor plans, and exterior elevations. Preliminary selections of major building systems including structural design, MEP systems, and construction materials will be indicated on the drawings or described in writing with a project narrative.

Includes:

- (4) virtual meetings with CoC Design Team
- (1) meeting with CoC Design Team (in person)
- Discuss Structural, MEP and A/V systems options.

**1.6 Project Cost Estimate**

Based on the approved schematic design, Architexas will assist the project CMAR in their development of a construction cost estimate for the project.

**TASK 2 – Design Development**

**2.1 Design Development**

Based on the approved schematic design, project cost estimate and any authorized adjustments to the program or design, design development documents will be prepared to further define the details of the project scope, select material finishes and fixtures, and further coordinate the project’s structural and MEP engineering requirements. The design development drawings will include site/roof plan, floor plans, and building sections and an outline specification and interior design development documents.

Includes:

- (4) virtual meetings with CoC Design Team
- (1) meeting with CoC Design Team (in person)
- Finalize design development documents.

**2.2 Project Cost Estimate**

Based on the approved design development, Architexas will assist the project CMAR in their development of a construction cost estimate for the project.

**Task 3 – Construction Documents**

**3.1 Construction Document Development**

Using the approved design development package, Architexas will complete a set of construction documents. The construction documents will illustrate the architectural scope of work, as well as structural, MEP engineering and lighting design. The documents will be suitable for use by the project CMAR for bidding, permitting, and constructing the project.

**3.2 50% CD Confirmation Meeting**

Upon completion of 50% of Task 3.1, Architexas will attend one meeting with the CoC Design Team project CMAR to confirm design and budget prior to continuing with Construction Documents.

**3.3 95% CD Confirmation Meeting**

Upon completion of 95% of Task 3.1, Architexas will attend one meeting with the CoC Design Team and project CMAR to confirm design and budget prior to finalizing Construction Documents.

**3.4 Finalize Construction Documents & Specifications**

Based on the 95% CD Confirmation Meeting approval of the CoC Design Team, Architexas will finalize the Construction Documents and Specifications that will set forth in detail the requirements for construction of the project.

**Meetings Task 3 – Construction Documents**

- (4) virtual meetings with CoC Design Team
- (1) meeting with CoC Design Team (in person)

**TASK 4 – Construction Phase / Contract Administration**

**4.1 Bidding and Negotiation**

Architexas will assist the CMAR as necessary in obtaining bids, negotiated proposals and preparing bid documents, including addenda and responding to contractors’ bidding questions. Architexas will attend a pre-bid meeting and review bidding information and assist in evaluating the qualifications and proposals with the project CMAR’s leadership.

**4.2 Construction Administration**

Architexas will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the CoC, to become generally familiar with the progress and is being performed in a manner indicating the Work, when fully completed, will be in accordance with the Construction Documents.

Services include:

- Attend one pre-construction meeting.
- Respond to RFI’s.
- Issue Change Orders with City approval
- Review shop drawings and other submittals from the contractor
- Review monthly pay applications.
- Includes (12) site visits based on a 12-month construction schedule.

**4.3 Substantial Completion**

When the Work is found to be substantially complete, Architexas will conduct one on-site project review to determine the date of substantial completion and the schedule to achieve completion.

Includes:

- Site visitation and create punch list.
- Review closeout documentation from the contractor

**4.4 Final Completion**

Architexas will receive and review written warranties and related documents required by the Contract Documents and assembled by the project contractor. When the Work is found to be fully complete, Architexas will conduct a final walk with CoC Design Team to determine compliance of the project with the Contract Documents and certify a final Certificate of Payment. This task includes one site visit and approval of final pay application.

**PROJECT SCHEDULE**

The following is the anticipated schedule:

Task 1	Program Development & Schematic Design	10 weeks
Task 2	Design Development	14 weeks
Task 3	Construction Documents	16 weeks
Task 4	Construction Phase /Contract Administration	12 months (estimate)

**COMPENSATION**

Compensation for professional architectural services for Tasks 1-4 Architexas proposes to provide the above-described services for Tasks 1-4 for the following professional fees. Fees by phase include project team consultant fees.

**TASK I - Program Development & Schematic Design \$ 68,580.00**

Architectural	\$ 54,000.00
Structural Design	\$ 3,960.00
MEP Engineering	\$ 1,320.00
Audio Visual Design	\$ 5,700.00
Bldg. Lighting Design	\$ 3,600.00

**TASK II - Design Development Documents \$ 55,290.00**

Architectural	\$ 38,370.00
Structural Design	\$ 6,600.00
MEP Engineering	\$ 1,320.00
Audio Visual Design	\$ 5,700.00
Bldg. Lighting Design	\$ 3,300.00

**TASK III - Construction Documents \$115,860.00**

Architectural	\$ 78,550.00
Structural Design	\$ 10,560.00
MEP Engineering	\$ 9,000.00
Audio Visual Design	\$ 14,750.00
Bldg. Lighting Design	\$ 3,000.00

**TASK IV - Construction Phase /Contract Administration \$ 48,530.00**

Architectural	\$ 35,850.00
Structural Design	\$ 5,280.00
MEP Engineering	\$ 1,550.00
Audio Visual Design	\$ 3,350.00
Bldg. Lighting Design	\$ 2,500.00

**TOTAL: TASK I – IV \$ 288,260.00**

**SITE LIGHTING DESIGN \$ 54,750.00**

Includes entire site through all phases.

Photometrics for City Street and Sidewalk \$ 3,950.00

**REIMBURSABLE EXPENSES**

Reimbursable expenses necessary to perform the above services listed above are included in the professional fees listed in the COMPENSATION.

**ADDITIONAL SERVICES**

Services requested by the City that are not part of the scope of work described in this proposal will be billed on an hourly basis at the following rates:

Senior Principal	\$ 300.00
Principal	\$ 250.00
Project Manager / Architect	\$ 180.00
Architectural Staff	\$ 100.00
Administrative	\$ 75.00

Thank you for allowing Architexas the opportunity to submit this proposal. If this proposal is acceptable, please sign below and we will prepare an AIA Document B1012017 Standard Form of Agreement Between Owner and Architect.

Sincerely,



Craig Melde, AIA  
Senior Principal

**Authorization**

-----  
Authorization by:  
(Please print name and title)

-----  
Signature Date





**Financial Impact**

\$393,240 as provided for in the Capital Funds

**Applicable Owner/Stakeholder Policy**

**Staff Recommendation/Motion**

Staff recommends approval of Contract Amendment No. 1 with Jones|Carter to add the engineering site design of the Commons at Agora in the amount of \$393,240.00 and authorize the City Manager to execute any necessary documents.



June 7, 2021

Mr. George S. Marshall, PE, CFM  
City of Corinth  
3300 Corinth Parkway  
Corinth, Texas 76208

Re: Professional Engineering and Surveying Services – Fee Supplement No. 1  
Street and Utility Improvements - Transit Oriented Development District – Agora Park  
City of Corinth

Dear Mr. Marshall:

We appreciate the opportunity to present this fee supplement for the survey and engineering services associated with Agora Park for the referenced project in the City of Corinth, Texas. This fee supplement amends our current contract, which was executed on April 15, 2021, and has an approved value of \$528,450.00. The total contract fee, including this proposed fee supplement, is \$921,690.00.

**Project Understanding**

The Transit Oriented Development (TOD) District is located at the northeast corner of Interstate 35W and Corinth Parkway, consisting of approximately 166 acres along the Denton County Transportation Authority A-Train route in Corinth. Our current TOD contract includes the needed survey and design services for the perimeter streets, drainage, water, and sanitary sewer for the TOD.

The City would like Jones|Carter (J|C) to provide survey, design, and plan preparation for certain elements of Agora Park, which is bound by the proposed construction of Main Street, Agora Way, and North Corinth Street. The existing Corinth Parkway provide the southern boundary for Agora Park.

We understand the City will hold four contracts for design development leading to a single construction contract. Other than our contract as proposed and submitted herein, the City will hold contracts for Landscape Architecture, Building Architecture, and a CMAR contract to assist the City and design team with cost control throughout the design phase of the project.

Based on our understanding of the City’s needs for Jones|Carter on this project, we prepared the following scope of services and fee supplement for your consideration. The scope of work presented, and corresponding fees, are both in addition to the current contract.

**Scope of Services**

**1) Project Management and Stakeholder Coordination**

Jones|Carter will provide the following supporting management and coordination efforts associated with the amended scope of the project and as required to successfully execute the Tasks included in this portion of the project. Due to the variable quantity of the coordination efforts, the estimated number of meetings below

Mr. George S. Marshall

Page 2

June 7, 2021

are intended as an assumption for level of effort. This task will be performed on an hourly reimbursable basis to ensure the necessary time to deliver the project. This scope anticipates a 10-month design schedule.

- A. Prepare and maintain project schedule and provide written weekly project updates to the City to include design progress, critical path needs, and upcoming deadlines. Monthly invoicing will also be provided.
- B. Identify critical potential risk factors, consequences, and mitigation measures to discuss at kickoff.
- C. Process project deliverables through Jones | Carter Quality Management Plan for internal reviews. Provide quality control documentation to City.
- D. Coordinate with known franchise utility companies identified by 811-Call results, including meetings with individual utility companies, submittals of plans to utility companies followed by regular status reports and requests for information from utility company representatives. Scope of work does not include Subsurface Utility Engineering (SUE) services.
- E. Prepare for and attend the following anticipated or potential meetings, and be available for additional communication:
  - Two site visits.
  - The four virtual meeting with the City in the current contract is proposed to be changed to four in-person meetings with the City design team. The meetings are contemplated for project kickoff and review of 30-60-90 percent design reviews.
  - An additional four bi-weekly virtual meetings with City and design team are proposed, bringing the total contracted virtual meeting to 16.

## 2) Design Phase Services – Civil/Site

The purpose of this task is for the Engineer to assist the City's Landscape Architect (LA) with reviews of their grading plans to assist with earthwork balancing recommendations and assists with recommended finished grades to match surrounding proposed pavements. The Engineer will prepare construction plans to include the following scope related to the civil/site portion of the project:

- A. Civil/Site Cover Sheet, Index, General Notes, Bid Schedule, and Technical Specifications.
- B. A drainage analysis of the existing and proposed areas within the park area will be performed. Runoff calculations will be prepared for inlet placement and sizing, as well as calculations for the proposed underground systems.
- C. Drainage Plan(s): prepare the needed plan and profile sheets for the proposed storm drainage system, including the needed detail sheets for inlets and piping.
- D. Special drainage system(s) to manage potential backwater flows within the Park are not included in this proposal.
- E. Erosion Control Plan: prepare base map for the limits of the project along with standard details for the contractor to utilize in his preparation of the Storm Water Pollution Prevention Plan.
- F. Deliverables shall include:
  - a. 30% and 60% preliminary design submittal including the following pdf files:
    - i. Drawings (2 copies 11x17) and opinion of probable construction cost
  - b. 90% and Final design submittal including the following pdf files:

Mr. George S. Marshall

Page 3

June 7, 2021

- i. Drawings (2 copies 11x17) and opinion of probable construction cost
- ii. Technical specifications

### 3) Design Phase Services – Site Electrical

The purpose of this task is for the Engineering services for the electrical service and lighting system design for Agora Park.

- A. Coordination with Utility Power Company
- B. Participate in coordination and review meetings with City staffs and other consultants.
- C. Develop bid plans and specifications, which will include the following:
  - a. Electrical notes, legend, and abbreviation sheets
  - b. Electrical site plans and enlarged plans including
    - i. Underground ductbanks and handholes
      - 1. Utility services
      - 2. Power and control for lighting fixtures and packages.
      - 3. Power for MEP buildings
      - 4. Power and control for irrigation controllers
      - 5. Power and control for lighted signs
      - 6. Power for receptacle pedestals
      - 7. Spare conduits for security, camera, and telecom
    - ii. Locations of the following
      - 1. Electric utility meter poles/transformers
      - 2. Electrical power distribution and control panels
      - 3. Playground area and outdoor plaza lighting
      - 4. In-grade lights and outlets next to water feature
      - 5. Lighted bollards
      - 6. Street pole lights
      - 7. Event light fixtures
      - 8. Water fountain lighting package
      - 9. Recessed in wall/step lights
      - 10. Stage area
      - 11. In-grade uplights and outlets for all formal trees
      - 12. Uplights for artworks
      - 13. Tree downlight for existing tree canopy
      - 14. Irrigation controllers
      - 15. MEP buildings
    - iii. Electrical one-line diagrams
    - iv. Electrical lighting control diagrams
    - v. Electrical lighting fixture schedules
    - vi. Electrical conduit and power panel schedules
    - vii. Electrical installation details



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- viii. Develop electrical specifications
- c. Deliverables shall include:
  - i. 30% and 60% preliminary design submittal including the following pdf files:
    - 1. Drawings (2 copies 11x17) and opinion of probable construction cost
  - ii. 90% and Final design submittal including the following pdf files:
    - 1. Drawings (2 copies 11x17) and opinion of probable construction cost
    - 2. Technical specifications

#### 4) Design Phase Services – Site Structural

Site structural design services shall include engineering services for the design and development of construction documents for junction boxes for the TOD street improvements and foundations and structural details for park elements described herein. The project scope includes coordination and 30% and 60% preliminary design and 90% and Final design services in accordance with City of Corinth requirements. The design scope generally includes the following:

- B. TOD Street Improvements Plan Set:
  - a. Three cast-in-place junction boxes for proposed drainage conduits
  - b. Coordination with design team
- C. Agora Park:
  - a. Site Retaining walls
  - b. Site stairs and handicap ramps
  - c. Light pole foundations
  - d. Facility Signage
  - e. Coordination with design team
- D. Deliverables shall include:
  - a. 30% and 60% preliminary design submittal including the following pdf files:
    - i. Drawings (2 copies 11x17) and opinion of probable construction cost
  - b. 90% and Final design submittal including the following pdf files:
    - i. Drawings (2 copies 11x17) and opinion of probable construction cost
    - ii. Technical specifications

#### 5) Bid Phase Services

Engineer shall assist the City staff in advertisement of the project for bids. Cost of advertisement shall be responsibility of the City. Engineer shall provide final construction plans and bid documents to plan rooms and online bidding services. Engineer shall perform the following on an hourly reimbursable basis:

- A. Assist the City with a pre-bid meeting, including preparation of agenda and minutes for distribution.
- B. Assist the City with the preparation of addenda to the bid documents and provide answers to bidder questions and interpreting bid documents.
- C. Assist City with the opening and tabulation of the bids and evaluation of low bidder references.

#### 6) Construction Contract Administration

The Engineer shall represent the City in the non-resident administration of the construction contract. Services do not involve continuous or extensive on-site inspection to check or verify means and methods, materials,



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or manage construction efforts. As such, the engineer cannot provide certification of the completed project beyond the limited observation described below. If Field Project Representation is desired, the Engineer can provide those services on an hourly reimbursable basis. The Engineer shall perform the following on an hourly reimbursable basis:

- A. When directed by Owner, prepare, and circulate standard form EJCDC C-520 Agreement between Owner and Contractor for Construction Contract.
- B. Attend and prepare agenda for pre-construction meeting.
- C. Provide a bi-weekly site visit and provide a written status report (limited to 12 site visits).
- D. Provide written responses to requests for information or clarifications.
- E. Review and approve submittals and shop drawings from the contractor.
- F. Review and approve monthly contractor pay applications based on recommended quantities and progress provided by the City inspector.
- G. Assist the City staff in conducting the final walk-through for general conformance with the design concept and compliance with the contract documents, if requested.
- H. Prepare construction 'record drawings' based upon markups and information provided by the City inspector and the construction contractor, if requested.

#### 7) Agora Park Design Survey

- A. Locate and tie existing drainage systems of roadside ditches, culverts, storm sewers, outfall flow lines.
- B. Locate and identify trees 6" and larger located within proposed Park.
- C. Tie visible utilities including manholes (with invert information), water valves, water meters, fire hydrants, telephone pedestals, power poles, down conduits, gas line markers, etc.
- D. Underground utilities which are marked in the field by utility locators within project location.
- E. No offsite survey beyond the limits of the described project is included.
- F. Deliver mapping of the project area for design including field data, 1-foot contours, and TIN file. Delivered CAD file will be used by City to formalize the tree survey and determine which trees to make attempts to save through construction.

#### 8) Geotechnical Investigation and Report

Jones|Carter will engage a subconsultant for geotechnical-related activities associated with the project.

- A. The geotechnical investigation performed for the project will consist of field and laboratory investigations and an engineering report prepared by a Registered Professional Engineer.
- B. Field Investigations:
  - a. The field investigation will consist of drilling 6 test borings within the Park area.
  - b. Subsurface soil samples will be secured with thin-walled tube and/or split spoon samples depending on soil type and consistency. Rock encountered in the borings will be evaluated using the Texas Department of Transportation Penetrometer (TxDOT Cone). All samples will be properly logged, packaged, sealed, and placed in a core box for transportation to the laboratory.
  - c. This proposal assumes that the field work can be performed during normal working hours. Traffic control will consist of flaggers, advanced warning signs and safety cones per TxDOT TCP 2-2B. TxDOT TCP 2-2B will be submitted to the City for approval prior to mobilization. Should

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unusual soil conditions be encountered, we will notify the city with a recommendation and cost estimate to explore these unusual conditions.

- d. Texas 811 and the City's Water Department will be contacted to have them locate underground utilities. However, Jones | Carter is not responsible for damage to underground utilities that are not identified prior to drilling.
- C. Laboratory tests will be conducted to classify the soil and to determine the strength of the soil present at the site. Soil classification tests will consist of Atterberg Limits, moisture content and unit weight. The strength of the soil will be evaluated by hand penetrometer test and unconfined compressive strength test. Lime series test and sulfate test will also be performed to address subgrade stabilization. Absorption swell test will be performed to address the potential vertical movement of the in-situ soils.
- D. Results of field and laboratory testing will be presented in a geotechnical engineering report. The report will include the following:
  - a. Plan of borings, boring logs, water level observations, and laboratory test results.
  - b. Comments on the presence and effect of expansive soils on pavement construction will be provided. Alternative methods of reducing any anticipated shrink/swell movements associated with expansive clays will be included for pavement construction, if required.
  - c. Foundation recommendations for Park buildings
  - d. Retaining wall backfill recommendations

#### 9) Special Survey/Design Services

Our proposal includes the section of Special Services for the benefit of the project schedule to alleviate items that need to be addressed by survey or design that were not known prior to the professional contract. The Engineer shall notify the Owner's representative prior to using these funds.

#### Information Provided by City

The following information shall be provided to the Engineer.

- A. Record and as-built drawings for infrastructure in the project area.
- B. Utility and drainage master plans.
- C. Franchise utility contact information for local representatives.

#### Project Schedule

The Engineer understands that the completion of the design phase, working with the City's design team, is planned for a 10-month duration, and is expected to begin in July 2021. The Engineer will work with the City to develop a design schedule that meets the needs of the City and includes the current design scope for the TOD streets.



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**Proposed Fees**

Engineer shall be compensated as outlined below. Additional Services or Hourly Services shall be performed based on the attached hourly rate schedule.

1.	Project Management and Stakeholder Coordination	\$	85,000.00	(hourly NTE)
2.	Design Phase Services – Civil/Site	\$	62,000.00	(lump sum)
3.	Design Phase Services – Site Electrical	\$	36,840.00	(lump sum)
4.	Design Phase Services – Site Structural	\$	81,400.00	(lump sum)
5.	Bid Phase Services	\$	18,980.00	(hourly NTE)
6.	Construction Contract Administration	\$	72,130.00	(hourly NTE)
7.	Agora Park Design Survey	\$	10,040.00	(lump sum)
8.	Geotechnical Investigation and Report	\$	15,200.00	(lump sum)
9.	Special Survey/Design Services	\$	10,000.00	(hourly NTE)
10.	Reimbursable Expenses	\$	<u>1,650.00</u>	(estimated)

**TOTAL SUPPLEMENT NO. 1 FEE: \$ 393,240.00**

**Special Considerations or Assumptions**

This proposal is based on the following special considerations. All other special considerations from the current contract remain in effect.

1. The City, Architects, or other City consultants will provide Jones Carter with the specific lighting fixture and outlets make and model and lighting control narrative/scheme and specific installation details.
2. MEP for Park buildings, signages, and packaged lighting system will be designed by others and electrical load information will be provided to Jones Carter.
3. The City, Architects, or other City consultants will provide adequate room in Park buildings for site electrical power and lighting control panels.
4. The City, Architects, or other City consultants will provide Jones Carter the locations, size, and quantity of conduits for security, telecom/data, and camera system.
5. Site photometric design is not included in the scope of services.
6. Fire, Security, camera, data/telecom, paging, and alarming systems are not included in the scope of services.
7. Structural for site buildings, pavilions, stages, artwork, water features, or any other improvements not specifically indicated herein are not included in the scope of services.
8. The scope of services does not include structural and electrical services for the contemplated pedestrian bridge. We understand that should the pedestrian bridge be desired by the City, a separate fee supplement will be negotiated as required for the needed services.



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We thank you for the opportunity to submit this proposal. An executed copy of this proposal will serve as our notice to proceed. Please return one copy to our office.

Sincerely,  
**Jones and Carter, Inc.**

Mark J. Holliday, PE  
Vice President

\_\_\_\_\_, PE  
Attest, David Leslie, PE

**APPROVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Date



**Financial Impact**

\$394,400.00 as provided for in the Capital Funds.

**Staff Recommendation/Motion**

Staff recommends approval of a contract with TBG Partners for the landscape architectural design of the Commons at Agora in the amount of \$394,400.00 and authorize the City Manager to execute any necessary documents.



Legend	
01	----- Gateway plazas
02	----- Large event lawn
03	----- Interactive fountain / splash pad
04	----- Pavilion
05	----- Restrooms
06	----- Multi-purpose Space
07	----- Children's play area
08	----- Boardwalk pathway
09	----- Small event lawn
10	----- Outdoor seating
11	----- Terraced seating
12	----- Pedestrian connection
13	----- Community art

Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.



TBG

06/03/2021  
Revision 3

George S. Marshall, P.E, CFM  
City Engineer  
City of Corinth | Engineering Department  
Phone: 940-498-3265  
George.Marshall@cityofcorinth.com

### Proposal for Professional Design Services

Client: City of Corinth  
Project Name: The Commons at Agora  
Project Location: Corinth, TX  
TBG Project Number: D21155

Dear Mr. Marshall,

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG will work in collaboration with your team of professional consultants (the Design Team) to achieve your overall Project goals. Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for TBG's Scope of Services for the Project (the Agreement).

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark J. Meyer", is written over a faint, larger version of the same signature.

Mark Meyer PLA 2086  
Principal

TBG  
2001 bryan street  
suite 1450  
dallas, texas 75201

[214] 744 0757  
tbgpartners.com

## The Project

This project consists of a two acre urban park for the City of Corinth located directly north of Corinth City Hall at Corinth Parkway and the future roads of Agora Way and Main Street. Our approach includes a particular level of design service required to realize the unique opportunities presented by the Project and the associated site, taking into account design of amenities as well as fixtures and finishes commensurate with the exclusive nature of the community the park surrounds.

TBG will assume the role of team project manager and will hold the contracts for the following services. In this role TBG will manage the sub-consultants through the design and construction of the project.

### Design Team:

Project Coordination: TBG Partners

Landscape Architect: TBG Partners

Wayfinding and Signage: CallisonRTKL

Irrigation: James Pole Irrigation Consultants

Consulting Horticulturalist: Dr. Robert Moon

Registered Accessibility Specialist Review: ARS

### Design Team under separate contract to city:

**Jones and Carter:** Site Survey, Tree Survey, Geo-Technical, Civil Engineering, Site Mass Grading, Site Drainage, Site Structural and Site Electrical Engineering

**ArchiTexas:** Site Architecture, Building Structural, Building Electrical, Audio Visual and Site Lighting Design

TBG will prepare and develop the site design and implementation documents to include the following:

- 01\_ **Project Coordination by TBG:** see defined role and scope in other sections
- 02\_ **Site Design and Landscape Architecture by TBG Partners:** scope to include fine grading, grading coordination with Jones & Carter, detailed drainage coordination with Jones & Carter (TBG to provide drain location, type, appearance), ADA ramps, walks and plaza's, decorative paving, stairs and railings, retaining wall location and finishes, event lawns, playground, location of water feature (water feature to be design/build under CMAR) all landscape and irrigation, site furnishings and fixtures, all softscape, documentation of tree survey indicating trees to be preserved or removed including assessment by Dr. Moon (tree location survey base information to be provided by Jones & Carter)
- 03\_ **Wayfinding and Signage by CallisonRTKL:** scope includes main park entry signage, park rules and regulatory signage, wayfinding signage, exterior building signage and dedication plaque. The signage scope is a design build in which drawings will be progressed to Design Development. The CMAR will then hire a signage company to complete drawings and installation
- 04\_ **Irrigation Design by James Pole:** scope includes irrigation for entire park

- 05\_ **Consulting Horticulturalist: Dr. Robert Moon:** scope includes review and assessment of: existing trees and soils (tree location survey to be provided by Jones & Carter), recommendations for: soil amendments, tree protection measures, treatment for trees to alleviate stress, pest/disease, soil compaction, and general health, and review of: proposed plant list (by TBG)
- 06\_ **Registered Accessibility Specialist Review – ARS:** scope includes project registration with TABS#, Construction Document Plan Review, and Site Inspection

Reference Exhibit 'A' below for our understanding of the current program and site which serves as the basis for this Proposal. In the event that the Project scope changes significantly from Exhibit 'A', TBG reserves the right to revise the Scope of Services and associated fee allocations to align with the scope modifications.



Exhibit 'A'



- Legend**
- 01 ----- Gateway plazas
  - 02 ----- Large event lawn
  - 03 ----- Interactive fountain / splash pad
  - 04 ----- Pavilion
  - 05 ----- Restrooms
  - 06 ----- Multi-purpose Space
  - 07 ----- Children's play area
  - 08 ----- Boardwalk pathway
  - 09 ----- Small event lawn
  - 10 ----- Outdoor seating
  - 11 ----- Terraced seating
  - 12 ----- Pedestrian connection
  - 13 ----- Community art

Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.

## Scope of Services

TBG will provide this Scope of Services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Agreement.

TBG's design process divides the Scope of Services into three distinct phases: Discovery, Development, and Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

### **Discovery**

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- Task One: Project Coordination
- Task Two: Site Inventory and Analysis

### **Development**

To develop the Project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- Task Three: Schematic Design
- Task Four: Design Development
- Task Five: Construction Documentation

### **Delivery**

To consult in the implementation of the Project's vision through the construction phase, ensuring compliance with the intent of the overall design and its accompanying story.

Tasks include:

- Task Six: Bidding and Negotiation Assistance
- Task Seven: Pre-Construction
- Task Eight: Construction Observation

## Discovery

### Task One

#### Project Coordination

##### Description of Services

TBG will coordinate the project and Design Team for the client, by providing the following efforts listed below.

Efforts within this task may include:

- Define the team's scope of work and manage roles and responsibilities of the design team
- Manage all aspects of design responsibility/accountability, work assignments and quality control
- Coordinate the sharing of all work product between the design team, owners and stakeholder group
- Be responsible for preparing and delivering project updates
- Schedule Management
- Meeting Notes from Client meetings & Stakeholder meetings
- Presentations to city staff and council

##### Deliverables

- Run and facilitate Bi-weekly client / consultants meetings
- Meeting Minutes
- Schedule Updates

### Task Two

#### Site Inventory and Analysis

##### Description of Services

TBG will work with the Project team to study and evaluate the existing conditions based on the topographic and tree survey provided by Jones and Carter to organize opportunities and constraints that will impact potential design solutions.

Efforts within this task may include:

- Two (2) site visits
- Context analysis
- Site analysis
- Review engineering plans for regional stormwater analysis by Jones and Carter

##### Deliverables

- Inventory and analysis drawings and diagrams, opportunities, and constraint map
- Site visit report/summary

## Development

### Task Three

#### Schematic Design

##### Description of Services

TBG will develop a schematic design package for the Project, accommodating the program based on the Client's and Design Team's objectives, as determined from the city approved master plan. Schematic design will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework/design approach.

##### Deliverables

- Functional use diagram(s), illustrating program/performance summary and optimal site and user utilization
- Conceptual design (50% SD), maximum of two (2) concepts for Client to review
- Overall color-rendered schematic design plan, maximum of one (1) concept as selected by the Client from conceptual designs
- Image boards to communicate character, look and feel for proposed design themes, materials, finishes and uses/activities
- Illustrative sections/elevations to convey design and intent
- Location, program and design of site wayfinding and signage
- Schematic design grading plan for site limits of work, to be coordinated with civil engineer
- Preliminary construction budgets, in coordination with the Owner-selected Construction Manager At Risk
- Design and coordination of entire park coordinated with civil engineer and architect
- We have assumed four (4) meetings in during this task

### Task Four

#### Design Development

##### Description of Services

TBG will work with the Client and consultant team to further develop the design concepts for the Project based on Client and Design Team review and comment to the schematic design package and associated project. This task will serve to finalize the site plan and selection of materials for the Project. It is intended that the DD documents will be advanced to the level that allows the Owner to obtain a Guaranteed Maximum Price.

##### Deliverables

- Plan sheets and enlargements, sketches, sections, elevations and material images to communicate design direction
- Image compilation and presentation of recommended materials selections (to communicate design intent, character, mood, look and feel), including hardscape, softscape and landscape elements. This will also include coordination of preliminary utility and grading layouts to understand phase one infrastructure

- Review and coordination with civil engineer on site grading, site structural and site electrical locations and material specification
- Review and coordination with Architect on building placement, grading and utility coordination
- Production and issuance of a 50% DD package and 100% DD package. Set will be issued to the Owner, selected construction manager and/or general contractor at the stages listed above, for their use in refining the overall budget for construction
- We have assumed five (5) meetings during this task

### **Task Five**

#### **Construction Documentation**

##### *Description of Services*

TBG will prepare construction drawings and specifications to properly describe the scope of the Project. These documents will be suitable for review and for competitive bidding purposes.

##### *Deliverables*

- Coordination with Civil Engineer on mass grading
- Coordination with Civil Engineer on site structural and site electrical
- Coordination with Architect on building location, grading, audio visual and utility connections
- Landscape Architectural plans, sections, materials and specifications for layout and dimensional control of all site hardscape, planting, and site amenities
- Site Environmental Graphics and Wayfinding plans
- Irrigation Plans and specifications
- Detailing that supports the hardscape, planting, irrigation and landscape/pedestrian design
- Design and coordination of entire park coordinated with civil engineer and architect
- TBG and team will prepare technical specifications manual to describe the quality of craftsmanship and materials for the Project
- TBG will submit a 60% and 90% progress review set of the construction document package for the Client's review and comment prior to final submission of the Issue for Bid and/or Issue for Construction Sets
- We have assumed up to five (5) meetings during this task

## Delivery

### Task Six

#### Bidding and Negotiation Assistance

##### Description of Services

TBG will work with the contractor and consultant team to issue supplemental instructions and clarifications as needed during this task. We will also assist the owner and contractor in reviewing bid tabulations and make recommendations regarding qualified subcontractors. TBG will provide the following services during this task:

- Respond to questions during the bidding and contract negotiations
- Assist in the interview/recommendation of subcontractors
- Compile all sub-consultant drawings and quantities for one formal bidding issuance

##### Deliverables

- For the scope of this proposal, we have allocated three (3) weeks for the CMAR to review finals and provide final pricing
- Provide signed & sealed drawings, specifications & bid tabulations for the public bid process
- Clarification of addenda and/or supplemental drawings as required
- Attendance at one (1) pre-bid meeting ran by the City Project Manager
- Meeting with the owner and design team to review and comment on bid tabulations related to our scope of work – maximum of four (4) meetings

### Task Seven

#### Pre-Construction

##### Description of Services

TBG will review, mark-up and return submittals, shop drawings and RFI's related to landscape scope for the above-mentioned site/project elements. Included within this scope will be:

- Attend construction meetings and visit the site with the Design Team (to the extent noted below)
- Review submittals and RFIs
- Attend nursery visits for tree/plant selection – maximum of two (2) visit

##### Deliverables

- For the scope of this Proposal, we have allocated a maximum of two (2) meetings with the Design Team to coordinate outstanding items
- Review and prepare responses to Contractor RFIs
- Review, mark-up and return of shop drawings and submittals

## **Task Eight**

### **Construction Observation**

#### Description of Services

TBG will visit the site during construction as part of the Design Team. We will observe the work of the contractor to generally determine the contractor's performance and quality of the construction as related to the intent of the construction documents and specifications. We will observe grading, lighting, hardscape, planting, and soil placement as well as irrigation. TBG will assist in the determination of the contractor's substantial completion and prepare a punch list initiating the contractor's maintenance and warranty obligation. Included within this scope will be:

- Attend construction meetings and visit the site with the design team on a bi/weekly or needed basis

#### Deliverables

- For the scope of this proposal, we have allocated a maximum number to construction site meetings based on each consultant's scope of work
- TBG assumes a maximum of twenty (20) construction/site meetings
- Review and prepare responses to contractor RFI's
- Review, mark-up and return of shop drawings and submittals for landscape architecture services
- Review Contractor's Pay Application as it relates to TBG's scope
- Provide field reports based on site observations for landscape architecture services
- Final Punch and site acceptance

## Proposal Assumptions

TBG's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG's work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
  - \_ Geo-technical report
  - \_ Site and Tree Survey
  - \_ Traffic Impact Analysis
  - \_ Existing engineering and utility base information
- TBG understands that the Project will be delivered as one (1) construction document package under the cover of the Civil Engineer. Client understands and agrees that division of documents into multiple phases or releases will result in compensation for additional services.
- TBG understands that this project will be developed and delivered within an AutoCAD format and platform. Additional formats, such as Revit, can be provided for additional services. If Revit is the required format, the client must notify TBG prior to the Project entering the Design Development phase of services.
- This proposal includes design fees for: landscape architecture, wayfinding and signage services, site irrigation services, consulting horticulturalist, and Registered Accessibility Specialist Review
- TBG will not provide irrigation design and documentation for systems supplied by reclaimed or auxiliary water systems, e.g. well water, rainwater/condensate harvesting, and Type 1 reclaimed water.
- TBG will not provide services for message schedule and sign fabrication for wayfinding services.
- TBG will coordinate with Client's other consultants in the design team, to the extent their scope of work relates to the landscape architectural design elements within the Project. No fees for these consultants have been included in Scope of Services. As schematic design and design development progress, we will make recommendations for additional sub-consultants, as needed, at an additional fee.
- The following engineering tasks are not included in our Scope of Services:
  - \_ Civil Engineering, Site Structural and Site Electrical
  - \_ Aquatic, MEP, or structural services associated w/ fountain features. These services are the responsibility of the contractor and will only be reviewed by TBG for design intent during construction
  - \_ SUE level "A" of underground utilities.
- Client's Civil Engineer will provide geotechnical and other investigations that TBG may request to execute the work properly.
- Client will review and provide comments on drawings and outline criteria provided by TBG.



- TBG will not perform work associated with major redesign value engineering tasks due to non-comprehensive or “plug” number CM @ Risk pricing resulting in budget overruns.
- TBG will not provide as-built documentation.
- TBG may provide LEED documentation only as Additional Services.
- TBG shall not be required to sign any documents that would result in its having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.

## Budget

TBG will work with the Client's Contractor and/or Construction Manager At Risk (CMAR) in preparing and managing the development budget related to TBG's work, starting at schematic design. TBG will only proceed with each subsequent task of service upon receipt of Client's authorization, based upon design documents and contractor/CM prepared budget. TBG will maintain conformance of all documents with the budget within each task of service.

TBG has assumed a landscape construction budget of \$5,000,000 for the Scope of Services identified in the masterplan for phase one.

## Schedule

Services described herein are contingent upon schedule requirements provided by the Client or assumed by TBG. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client and TBG prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

### \*Schedule Assumptions

Task	Description	Time	Units
<b>Discovery</b>			
Task One	Project Coordination	0	Ongoing
Task Two	Site Inventory and Analysis	2	Weeks
<b>Development</b>			
Task Three	Schematic Design	10	Weeks
Task Four	Design Development	12	Weeks
Task Five	Construction Documents	16	Weeks
<b>Delivery</b>			
Task Six	Bidding and Negotiation Assistance	2	Weeks
Task Seven	Pre-Construction Services	2	Weeks
Task Eight	Construction Observation	48	Weeks
<b>Total TBG Time</b>		<b>92</b>	<b>Weeks</b>

Please refer to overall project schedule provided to the client for a more detail description of timeline, review periods and submittals

## Fees for Professional Services

Each task has been written on a fee basis as noted below. The fee for this basic Scope of Services will be billed monthly:

Task	Description	Fee	Fee Basis
<b>Discovery</b>			
Task One	Project Coordination	\$ 19,000	Lump Sum
Task Two	Site Inventory and Analysis	\$ 11,500	Lump Sum
<b>Development</b>			
Task Three	Schematic Design	\$ 69,000	Lump Sum
Task Four	Design Development	\$ 77,000	Lump Sum
Task Five	Construction Documents	\$ 123,000	Lump Sum
<b>Delivery</b>			
Task Six	Bidding and Negotiation Assistance	\$ 7,700	Lump Sum
Task Seven	Pre-Construction Services	\$ 19,200	Lump Sum
Task Eight	Construction Observation	\$ 58,000	Lump Sum
Reimbursables		\$ 10,000	NTS
<b>TBG Scope of Services Total Fees</b>		<b>\$ 394,400</b>	

TBG Subconsultant Fee: including in the fees above.

CallisonRTKL (site wayfinding and signage)	\$ 66,000
James Pole Irrigation (site irrigation)	\$ 7,500
Dr. Robert Moon (consulting horticulturalist)	\$ 12,500
ARS (accessibility review)	\$ 1,800

Note: The Total TBG Scope of Services fee includes fees for landscape architectural, and irrigation design services only.

This proposal excludes any and all state and local taxes associated with the project site. Any such taxes required by law will be added to the project fee

## Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, including architectural, structural and MEP are not included in the Total TBG Scope of Services Fee.

## TBG Hourly Rates

Level		Hourly Rate
Staff 1	\$	50-60
Staff 2	\$	65-85
Staff 3	\$	90-110
Staff 4	\$	115-140
Staff 5	\$	145-250

## Reimbursables

The following costs shall be reimbursed at cost plus ten percent and are not included in the fee for professional services:

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Fees for additional consultants retained with the approval of the Client
- TAS Plan Review and Inspection Cost
- Cost for bid advertisement(s)
- PlanGrid charges

If the Proposal, fee of \$394,400 and the Terms and Conditions that follow, which are incorporated herein by reference, meet with your approval, please sign below and return a copy to TBG for our files. TBG must receive a signed copy of the Agreement in order to proceed with the Scope of Services.

**APPROVED and agreed: The Broussard Group, Inc.**



Mark Meyer PLA 2086  
Principal

06/03/2021

Date

**APPROVED and agreed: City of Corinth**

BY Authorized Agent

DATE

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone [512] 305 9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes. Proposal copyright ©2021 by TBG Partners. No portion of this proposal may be copied or distributed without the written permission of TBG Partners.

## Terms and Conditions

### Effective Date

The Proposal for Professional Design Services (the Proposal) and these Terms and Conditions constitute the full and complete Agreement between the parties (the Agreement) and may be changed only by written agreement signed by both parties. The Agreement shall become effective upon its execution by Client. TBG is not obligated to proceed with the work until the Agreement is signed by Client. No prior oral or written representation regarding the Project and TBG's obligations will be of any force or effect unless said terms are also contained in the Agreement.

### Parties to the Agreement

TBG is entering into this professional services agreement for the exclusive benefit of Client. There are no intended third-party beneficiaries of the Agreement. Both TBG and Client agree not to assign the Agreement or any causes of action that arise under it without the express written consent of the other party.

### Standard of Care

TBG will exercise that degree of care and skill ordinarily practiced by landscape architects providing similar services for projects of similar scope in the location of the Project. In performing these services, TBG cannot ensure perfection and Client agrees TBG's services are performed without any warranties, either express or implied, as to the quality of its services or of its drawings. TBG is entitled to rely upon documents supplied to it by Client, Client's consultants and contractors, and information from public and other records, without the need for independent verification and without liability for same. TBG shall not be liable for changes, modifications and/or additions to regulatory requirements after the date of the Proposal or, respectively, after the date of any amendments thereto.

### Scope and Responsibilities

The duties of TBG shall not be construed to exceed those services specifically set forth in the Proposal. When right of entry to the Project site is required for TBG to perform its services, Client agrees to obtain and accommodate TBG's legal right of entry on the site. Notwithstanding TBG's Scope of Services, TBG, its independent professional associates and/or consultants' do not have any obligation or right to supervise, direct, or have control over the contractor's work and shall not have authority over, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the contractor's failure to perform its work in accordance with the contract documents. TBG, its independent professional associates and/or consultants, shall not have authority over, or responsibility for, safety precautions and programs in connection with the contractor's work. TBG, its independent professional associates and/or consultants, shall not be required to sign any documents that would result in their having to certify, guaranty, or warrant the existence of conditions that they cannot independently ascertain.

TBG's Scope of Services does not include responsibility for detection, remediation, accidental release, reporting or any other service relating to naturally occurring or manmade site conditions, or to waste or hazardous materials, as defined by Federal, State, and local laws or regulations, and **CLIENT AGREES TO RELEASE, DEFEND,**

## **INDEMNIFY AND HOLD TBG HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM SAME.**

### **Additional Services**

Additional Services are services that may be needed by Client, but which are not included in the Scope of Services described in the Proposal. Additional Services will be provided only with prior approval of Client and agreement to compensate TBG for same, and include but are not limited to the following:

- Preparation and presentation of graphic exhibits other than those described in Scope of Services.
- Revisions and changes in drawings, specifications or other documents previously provided by Client, or the preparation of alternates or deductive change orders requested by Client.
- Preparation of record drawings or of measured drawings of existing conditions.
- Providing prolonged construction observation should the construction time be substantially extended through no fault of TBG.
- Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for TBG's scope items is reduced through no fault of TBG.
- Participation in any formal or informal dispute resolution process, litigation, or arbitration to which TBG is not a party, and only with TBG's consent, which may be withheld at TBG's sole discretion. Should a representative of TBG be subpoenaed to appear or produce documents by any party to such a dispute, Client agrees in advance to compensate TBG for its time and expenses incurred in compliance.

### **Guaranty of Certifications**

Unless specifically provided for elsewhere in the Agreement, TBG makes no warranties, representations or guarantees that the Project will actually achieve or receive any certification by the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U. S. Green Building Council, or any other similar state, local or national environmental building program. Similarly, unless otherwise provided for in the Agreement, TBG makes no warranties, representations or guarantees regarding the energy use or operating costs or expenses of the Project.

### **Instruments of Service**

The drawings, specifications, computer files, electronic media, field data, notes and other documents prepared by TBG for the Project, including those prepared through or with its independent professional associates and/or consultants, are Instruments of Service for use solely with respect to this Project. TBG shall be deemed the author or creator of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. All Instruments of Service produced by TBG shall be released to Client as Adobe PDF files, and not in the native format available through programs including, but not limited to, InDesign, AutoCAD or other proprietary formats.

By entering into the Agreement, TBG grants to Client a limited, non-exclusive license to use the Instruments of Service provided to Client for purposes of constructing, using, and maintaining the Project, provided that Client substantially performs its obligations

under the Agreement, including prompt payment of all sums when due, under the Agreement. In the event of nonpayment by Client of any sums due for more than sixty (60) days, this license shall automatically terminate. The license provided under the Agreement does not extend to the use of TBG's Instruments of Service on any other project and does not grant Client any rights in the Instruments of Service or other documents or files that is not expressly granted to Client in writing, including, without limitation, rights to TBG's electronic files used in the development of the Instruments of Service, such as AutoCAD or InDesign files.

Upon completion of the services and payment in full of all monies due TBG, Client may retain copies of the Instruments of Service provided under the Agreement. Such documents, in whatever format provided, are neither licensed for, nor intended or represented to be suitable for, reuse on extensions of the Project or on any other project. Additionally, any reuse or distribution of such documents without written verification or adaptation by TBG for the specific purpose intended (for which Client shall pay TBG compensation at mutually agreed rates) will be at Client's sole risk and without liability or legal exposure to TBG, or TBG's independent professional associates or consultants.

**CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS TBG, ITS INDEPENDENT PROFESSIONAL ASSOCIATES AND CONSULTANTS, FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, FEES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, SUITS, REGULATORY OR OTHER ACTIONS, AND DAMAGES, WHATSOEVER, ARISING OUT OF OR RESULTING FROM SUCH UNAUTHORIZED USE OR DISTRIBUTION.**

#### **Revised Project Budget**

If the Project budget defined by the Scope of Services is increased or decreased by more than ten percent (10%) after the Schematic Design task, the time and effort required to redesign the Project within the new budget will be considered Additional Services to the Agreement. TBG does not guarantee the accuracy of estimates of cost and Client agrees TBG does not have control over the cost of labor, material, equipment, or services furnished by others, market conditions, or contractors' methods of determining prices or performing the work.

#### **Statements and Payment**

Fees for professional services and reimbursable expenses will be invoiced to Client monthly based on the percentage of the work completed for each task. A task-by-task description of work performed will be submitted with each invoice, at Client's request. Payment is due on or before 30 days from the date of the invoice. Client agrees to pay invoices or their undisputed portions on or before the due date. TBG reserves the right to suspend services in the event that invoices exceeding a total amount of \$5,000 remain unpaid for more than thirty (30) days, regardless of the reason.

In the event TBG's invoices are given to an attorney for collection or should TBG seek collection through any form of judicial process, Client shall pay all costs of collection, including but not limited to attorney's fees, expenses, and costs of court.



### **Suspension and Termination**

Client may suspend or terminate the Agreement upon written notice to TBG, in which event, Client shall compensate TBG for all work performed by TBG prior to and including the date TBG receives written notice of said suspension or termination (the date of suspension/termination). TBG is not obligated to resume work following suspension of the work unless Client has paid all outstanding TBG invoices in full.

**CLIENT AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD TBG HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM SUCH SUSPENSION.**

If Client terminates the Agreement and TBG's services do not continue through the completion of the Project for any reason, Client shall be permitted to use the Instruments of Service (including any electronic files) prepared by TBG and provided to Client, only under the following conditions:

**CLIENT SHALL (AND SHALL REQUIRE ANY OTHER DESIGN PROFESSIONALS ENGAGED TO COMPLETE THE IMPROVEMENTS ON THE PROPERTY TO) RELEASE , INDEMNIFY, DEFEND AND HOLD HARMLESS TBG, ITS INDEPENDENT PROFESSIONAL ASSOCIATES, AND ITS CONSULTANTS FROM ANY AND ALL LOSSES, CLAIMS, EXPENSES OR LIABILITIES ARISING FROM (I) THE USE OF TBG'S INSTRUMENTS OF SERVICE AS MAY BE USED, REVISED AND/OR ALTERED AND (II) THE COMPLETION OF THE IMPROVEMENTS ON THE PROPERTY; AND**

TBG and its Sub-Consultants have been paid in full for services, materials, expenses, and reimbursables provided through the date of termination. This event does not change the respective ownership and use rights of TBG and Client in the Instruments of Service that are otherwise set forth in the Agreement.

TBG may terminate the Agreement upon ten (10) days' written notice to Client after the occurrence of any of the following:

- Client's failure to pay TBG's invoices within thirty (30) days;
- Suspension of the Project for more than sixty (60) days;
- Client's material default of any terms of the Agreement; or
- Client's failure to execute the Agreement.

### **LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES**

**TBG will not be responsible for defects in the work designed or built by others, even to the extent used or relied upon by TBG in rendering its services. TBG will not be responsible for incidental, indirect, or consequential damages, either to Client or to other members of the Design Team and construction team including, without limitation, damages for delay or for construction inefficiencies for any cause whatsoever, loss of use, loss of profits, loss of income and/or rent, loss of reputation, unrealized savings, rental expenses, or diminution of property value. In consideration of the nature of TBG's work and the relative risks involved, the parties agree that in no event shall TBG be liable for damages to client, its assignees, other consultants, the contractor and/or its subcontractors for any claims or damages in excess of the amount of the fees paid to TBG by client.**

**INDEMNIFICATION**

**CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD TBG AND ITS PRINCIPALS, REPRESENTATIVES, OWNERS, AGENTS, EMPLOYEES AND CONSULTANTS HARMLESS FOR ALL DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING FROM ANY INTENTIONAL OR NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF CLIENT AND/OR CLIENT'S OWNERS, PRINCIPALS, AGENTS, REPRESENTATIVES, EMPLOYEES, INDEPENDENT CONTRACTORS, AND CONSULTANTS, PERTAINING TO THIS AGREEMENT OR THE PROJECT.**

**Dispute Resolution**

As a condition precedent to either the Client or TBG's filing of any claim in litigation, the President of TBG and Client shall meet within thirty (30) days of a request by either party to attempt to resolve the dispute. If any disputed issues remain, the parties agree that they must participate in nonbinding mediation before either party may institute any litigation or arbitration proceeding. In the event of a dispute, except as otherwise provided in this Agreement, neither TBG nor Client shall be entitled to an award of attorneys' fees. Venue for any dispute arising out of the services provided by TBG under the Agreement shall be in state court in Travis County, Texas. Any applicable statute of limitations shall commence to run, and any cause of action shall be deemed to have accrued, not later than the date of substantial completion of the Project on which TBG's services are provided.

**Enforcement**

The laws of the State of Texas shall govern the validity and interpretation of the Agreement. In the event any provision in the Agreement is found to be illegal or otherwise unenforceable, the unenforceable provision will be stricken and the remaining provisions shall continue in full force and effect as if the unenforceable provision were never included in the Agreement. Headings are for organizational purposes and may not reflect the full scope of the language that follows. The failure of a party to enforce any provision herein shall not waive that party's right to enforce the same provision or any other provision of the Agreement in the future.

**Design-Build Projects Addendum**

Client understands and acknowledges that as a method of delivery, Design-Build projects, which include any project or portion thereof for which the method of delivery consists of design and construction services provided under a single entity, present access, accountability, and timing complications related to TBG's Scope of Services; therefore, in consideration of this added risk and TBG's willingness to participate in a design-build method of delivery, Client acknowledges and agrees to the following additional terms with regard to Design-Build projects:

- TBG owes a duty only to Client under the Agreement, TBG's obligations do not flow to others with whom Client has contracted separately and there are no third-party beneficiaries to the Agreement;
- In advance of signing an agreement for services related to a design-build project, TBG will be provided, for review and consideration, the Prime Agreement between Owner and Design-Builder for the Project, as well as the Client's agreement for the design-build, if Client is not a party to the Prime Agreement. **IF TBG IS NOT PROVIDED THE PRIME AGREEMENT AND CLIENT'S AGREEMENT FOR THE**

**DESIGN-BUILD, IF NOT THE PRIME AGREEMENT, IN ADVANCE OF TBG ENTERING INTO AN AGREEMENT FOR THE PROJECT WITH CLIENT, CLIENT AGREES TBG SHALL NOT BE LIABLE FOR COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED IN SAID AGREEMENTS AND CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD TBG HARMLESS FOR SAME;**

- TBG will coordinate the work of it and its consultants with Client's other consultants but is not liable for the work of or delay caused by Design-Builder, Contractor, Subcontractors, other consultants, or any other party to the design-build team, or for any contractor's failure to perform its work in accordance with the contract documents or to begin construction before contract documents are complete;
- Client shall provide TBG complete information regarding TBG's portion of the work, and a schedule for TBG's work and allow TBG reasonable time to perform its work in coordination with other consultants on the Project. TBG is entitled to rely on the accuracy of the information provided by Client;
- Client will confer with TBG before issuing interpretations of TBG's documents and in determining whether construction performed based on TBG's documents is in general compliance with TBG's documents. If TBG is retained to provide construction administration responsibilities, any site observation reports generated by TBG, formal or informal, must be communicated promptly by Client to all members of the design-build team and to the project Owner.
- Nothing in the Prime Agreement or any downstream agreement shall be construed to transfer ownership of TBG's Instruments of Service to any party, as TBG maintains all common law, statutory and other reserved rights, including the copyright. As stated elsewhere in these Terms and Conditions, TBG grants only the limited, non-exclusive license to use the Instruments of Service provided to Client, in whatever format provided, for purposes of constructing, using, and maintaining only the Project that is the subject of the Agreement, and grants such license only on the condition that Client substantially performs its obligations under the Agreement, including prompt payment of all sums when due.
- Both TBG and Client agree not to assign the Agreement or any causes of action that arise under it without the express written consent of the other party.
- **INDEMNITY. CLIENT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TBG, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, MANAGERS, BENEFICIARIES, EMPLOYEES, AGENTS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, INSURERS, AND SURETIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, ACTUAL DAMAGES, LIENS, JUDGMENTS, AND COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, COSTS OF DEFENSE, COURT OR ARBITRATION COSTS AND REASONABLE ATTORNEY'S FEES AND EXPENSES), TO THE EXTENT SUCH CLAIM CONFLICTS WITH THE CONDITIONS, RIGHTS, AND OBLIGATIONS STATED IN THE DESIGN-BUILD ADDENDUM, INCLUDING CLAIMS RELATED TO TBG'S OWN NEGLIGENT OR INTENTIONAL ACTS, IN WHOLE OR IN PART.**



Staff opened Request for Proposals (RFP) for the CMAR for the Commons at Agora on June 3, 2021. Four proposals were received. After review of the applications it was determined that Staff should interview 3 of the 4 applications. The Fain Group, Inc. was not interviewed as their application was lacking in several categories and preliminarily scored a 66 out of 99.97 whereas the others were scored closer score. On June 14<sup>th</sup> & 15<sup>th</sup> Staff along with a representative from TBG, Architexas and Jones|Carter interviewed Hill & Wilkinson, Sedalco and Byrne. The three firms provided a short presentation followed by general questions related to the project. At the end of the interviews, it was decided that the three firms would all be capable of completing our project. There was scoring criteria as part of the applications and each firm was scored based on their application and their interview. Byrne Construction Services became the more favorable choice for the Commons at Agora.

The proposal from Bryne Construction Services includes a preconstruction fee of \$7500, a Construction services fee of 3.50% and General Conditions Fee of \$428,431.00. With an estimated cost of \$5,000,000 for the park the total anticipated Construction Management fee would be  $\$5,000,000 * 0.035 + 428,431 + 7500 = 175,000 + 428,431 + 7500 = \$610,931.00$

The project design team will consist of City Staff, Architexas, TBG, Jones|Carter and the CMAR. This team will work closely over the next 10-12 months designing a facility that will attract businesses and restaurants around the Commons at Agora area. The Anticipated schedule is as follows:

Program Development & Schematic Design	10 weeks
Design Development	14 weeks
Construction Documents	16 weeks
Construction	12 months
Anticipated Park opening	Early Summer 2023

**Financial Impact**

\$7,500 in Preconstruction services as provided for in the Capital Funds

**Applicable Owner/Stakeholder Policy**

**Staff Recommendation/Motion**

Staff recommends approval of a contract with Byrne Construction Services for the Construction Manager at Risk for the Commons at Agora for a preconstruction services amount of \$7,500 and authorize the City Manager to execute any necessary documents.

**RFP #1140**  
**CONSTRUCTION MANAGER-AT-RISK FOR COMMONS AT AGORA**  
**6/3/2021**

<b>Respondent</b>	<b>Pre-Construction Services Fee %</b>	<b>Construction Services Fee</b>	<b>General Conditions</b>	<b>Total Proposal</b>
Hill & Wilkinson General Contractors	\$9,500.00	3.95%	\$599,981.00	\$806,981.00
Byrne Construction Services	\$7,500.00	3.50%	\$428,431.00	\$610,931.00
SEDALCO	\$20,000.00	4.50%	\$499,600.00	\$744,600.00
The Fain Group Inc.	\$25,000.00	4.70%	\$401,664.00	\$661,664.00

**\*All bids/proposals submitted for this project are reflected on this tabulation summary. However, the listing of the bid/proposal on this sheet shall not be construed as a comment on the responsiveness of the bid/proposal; or that the City accepts the bid/proposal as responsive. The City will make a determination as to responsiveness of responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to project specifications and contract documents. The City will notify the successful vendor upon award of the contract.**