

\*\*\*\*PUBLIC NOTICE\*\*\*\*



**CITY COUNCIL SPECIAL SESSION**

**Thursday, August 22, 2024 at 5:45 PM**

**City Hall | 3300 Corinth Parkway**

**View live stream: [www.cityofcorinth.com/remotesession](http://www.cityofcorinth.com/remotesession)**

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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.**

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- A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
  - 1. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2024-2025 Annual Program of Services and Capital Improvement Program.
  - 2. Receive a report, hold a discussion, and provide staff direction on potential regulations for a Short-Term Rental Ordinance.
  - 3. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
- D. ADJOURN WORKSHOP**
- E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**
- F. PROCLAMATIONS AND PRESENTATIONS**
  - 1. Proclamation recognizing National Payroll Week.
  - 2. Proclamation recognizing United Way of Denton County – Live United Month, September 2024.
  - 3. Receive a presentation from Community Waste Disposal of the 2023 Annual Review of disposal services.
- 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 Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

  - 4. Consider and act on minutes from the August 8, 2024, City Council Meeting.
  - 5. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2023-2024 budget and annual program of services to provide for the expenditure of funds for Storm Debris Management in the General Fund; and providing an effective date.

6. Consider and act on a renewal of the Interlocal Cooperation Agreement for Animal Shelter Services with the Town of Hickory Creek.
7. Consider and act on an Interlocal Cooperation Agreement (ILA) between the City of Corinth and North Central Texas Council of Government for the purpose of facilitating the collection of scrap tires through a state grant.

**I. BUSINESS AGENDA**

8. Consider and act on a resolution of the City Council of the City of Corinth, Texas adopting a proposed FY 2024-2025 municipal tax rate that will not exceed the voter-approval tax rate; calling a public hearing to be held on September 5, 2024 at Corinth City Hall at 6:30 p.m.; requiring publication of a Notice of Public Hearing on Tax Increase in accordance with state law; providing for the incorporation of premises; and providing an effective date.

**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. EXECUTIVE SESSION\*\***

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

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

- a. Fairview Swim Club.

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

- a. Police Chief.

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

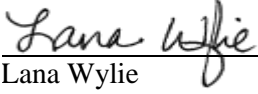
- a. EDM Development, LLC – Economic Incentive & Performance Agreement

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

**M. ADJOURN**

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

Posted on this 19th day of August 2024, at 5:00 P.M., on the bulletin board at Corinth City Hall.

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



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

<b>Meeting Date:</b>	8/22/2024	<b>Title:</b>	Budget Overview Workshop
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<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  N/A		

**Item/Caption**

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2024-2025 Annual Program of Services and Capital Improvement Program.

**Item Summary/Background/Prior Action**

In compliance with the Charter requirement, the Fiscal Year 2024-2025 budget was submitted to the Council by Wednesday, July 31, 2024 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2024-2025 annual budget and to provide staff direction.

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

**Applicable Owner/Stakeholder Policy**

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

**Staff Recommendation/Motion**

N/A



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	8/22/2024	<b>Title:</b>	WS   Potential Short Term Rental Regulations
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<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		

**Item/Caption**

Receive a report, hold a discussion, and provide staff direction on potential regulations for a Short-Term Rental Ordinance.

**Item Summary/Background/Prior Action**

Short-term rental properties are those that are leased for a period of 30 days or less and are typically marketed for rental through companies such as Airbnb and VRBO. There are currently no regulations for these short-term rentals in Corinth, and hotel occupancy taxes are not being collected. Staff will provide a presentation for discussion regarding possible options for regulations for input from Council on potential regulations or whether the Council would like to proceed on consideration of short-term rental ordinance.

**Staff Recommendation/Motion**

N/A



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	8/22/2024	<b>Title:</b>	Proclamation   National Payroll Week
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<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		

**Item/Caption**

Proclamation recognizing National Payroll Week.



# PROCLAMATION

## National Payroll Week

- WHEREAS,** *PayrollOrg and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and*
- WHEREAS,** *payroll professionals in Corinth, Texas play a key role in maintaining the economic health of Corinth, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and*
- WHEREAS,** *payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and Whereas payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and*
- WHEREAS,** *payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and*
- WHEREAS,** *payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and*
- WHEREAS,** *the week in which Labor Day falls has been proclaimed National Payroll Week.*

**THEREFORE, BE IT RESOLVED** that, I, Bill Heidemann, Mayor of the City of Corinth, support the efforts of the payroll professionals in the City of Corinth, Texas, and do hereby proclaim the first week of September as Payroll Week.

Signed this 22<sup>nd</sup> day of August 2024.

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



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	8/22/2024	<b>Title:</b>	Proclamation   Live United Month
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<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		

**Item/Caption**

Proclamation recognizing United Way of Denton County – Live United Month, September 2024.

**Item Summary/Background/Prior Action**

United Way of Denton County has supported families in need for more than 70 years and is committed to improving the lives of those facing adversity during challenging times.





**PROCLAMATION**

***Live United Month – September 2024  
United Way of Denton County***

- WHEREAS,** *WHEREAS, United Way of Denton County mobilizes communities like Corinth to action so all can thrive; and*
- WHEREAS,** *WHEREAS, by working together with donors, supporters, and collaborators across Denton County, United Way of Denton County creates opportunities to expand education, promote economic mobility, improve health & mental health, and provide basic needs for over 53,000 County residents annually.*
- WHEREAS,** *WHEREAS, United Way of Denton County leads the effort with a network of nonprofits, governments, businesses, and donors to respond to our neighbor’s immediate needs and seek out better solutions for larger community-wide issues.*

**THEREFORE, BE IT RESOLVED** *that, I, Bill Heidemann, Mayor of the City of Corinth, hereby declare September 2024 LIVE UNITED Month and proudly join United Way of Denton County in calling on all residents of Corinth, to Give to One to Impact Many as we take action to LIVE UNITED for a better Denton County for all of us.*

*Signed this 22nd day of August 2024.*

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



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

<b>Meeting Date:</b>	8/22/2024	<b>Title:</b>	Review   Community Waste Disposal Annual Review
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<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		

**Item/Caption**

Receive a presentation from Community Waste Disposal of the 2023 Annual Review of disposal services.

**Staff Recommendation/Motion**

N/A



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	8/22/2024	<b>Title:</b> Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<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	

**Item/Caption**

Consider and act on minutes from the August 8, 2024, City Council Meeting.

**Item Summary/Background/Prior Action**

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

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



## CITY COUNCIL SPECIAL SESSION - MINUTES

Thursday, August 08, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream:

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

On this, the 8th day of August 2024, the City Council of the City of Corinth, Texas, met at 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  
Lindsey Rayl, Council Member  
Tina Henderson, Council Member  
Kelly Pickens, Council Member

**Staff Members Present:**

Scott Campbell, City Manager  
Lana Wylie, City Secretary  
Emma Crotty, Economic Development Coordinator & Management Assistant  
Patricia Adams, City Attorney  
Jerry Garner, Police Chief  
Chad Theissen, Fire Chief  
Lee Ann Bunselmeyer, Finance & Strategic Services Director  
Melissa Dailey, Development Services Director  
Glenn Barker, Public Works Director  
Cesar Balderas, Information Technology Services Manager  
Presley Sequeira, Technology Services Project Manager  
Justin Han, Technology Services Specialist I  
Lance Stacy, City Marshal

**CALL TO ORDER**

Mayor Heidemann called the Workshop Session to order at 5:47 P.M.

**WORKSHOP AGENDA**

1. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2024-2025 Annual Program of Services and Capital Improvement Program.

The item was presented and discussed.

2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

No items for the Regular Session Agenda were discussed.

## **ADJOURN WORKSHOP**

Mayor Heidemann recessed the Workshop Session at 6:27 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:31 P.M.

## **CITIZENS COMMENTS**

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

No citizen comments were made.

## **CONSENT AGENDA**

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

1. Consider and act on minutes from the July 11, 2024, Joint Workshop Meeting with the City Council, Planning & Zoning Commission and the Corinth Economic Development Corporation.
2. Consider and act on minutes from the July 18, 2024, City Council Meeting.
3. Consider and act on an Engineering Services Agreement between the City of Corinth and Binkley & Barfield, for the purpose of engineering the reconstruction of roadway and drainage improvements of Dobbs Road from Corinth Parkway to S. Shady Shores and authorize the City Manager to execute the necessary documents.
4. Consider and act on a Standard Utility Agreement with Texas Department of Transportation (TxDOT) to include adjustment, removal, and relocation of utilities and the development and reimbursement of costs associated with the I35E Project and authorize the City Manager to execute necessary documents.

Motion made by Council Member Garber: I move to approve the consent agenda as presented. Seconded by Mayor Pro Tem Burke.

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

## **PUBLIC HEARING**

5. Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code to rezone two properties totaling approximately  $\pm 1$  acre from C-2 Commercial to MX-C Mixed Use Commercial, with the subject properties being located at 5855 S I-35E and 5857 S I-35E. (Case No. ZMA24-0005 5855 & 5857 S I-35E MX-C Rezoning)

Mayor Heidemann opened the Public Hearing at 6:35 P.M. and immediately closed the Public Hearing.

No comments were made.

Motion made by Council Member Henderson: I move to approve Ordinance No. 24-08-08-30, Case No. ZMA24-0005 as presented. Seconded by Council Member Pickens.

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

- 6. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Tri Pointe Homes DFW LLC, and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family to a Planned Development (PD) with a base zoning district of SF-4 Single Family for the development of ±234 lots on approximately ±48.4 acres located at 3790 Parkridge Drive. (Case No. ZAPD24-0003 Enclave at Canyon Ranch)

Mayor Heidemann opened the Public Hearing at 7:10 P.M.

Not for or against - Josh Metzger - 2716 Whetestone Dr., Corinth  
Against - Olton Ingram Jr. - 1905 Yellowstone Ln., Corinth

Mayor Heidemann closed the Public Hearing at 7:14 P.M.

Motion made by Council Member Rayl: I move to continue the Public Hearing and table action to a definitive or non-definitive date. Seconded by Council Member Garber.

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

Motion to table denied.

Motion made by Council Member Garber: I move to deny Ordinance No. 24-08-08-31, Case No. ZAPD24-0003 – 3790 Parkridge Drive as presented. Seconded by Council Member Pickens.

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

Motion to deny carries.

**BUSINESS AGENDA**

- 7. Consider and act on the acceptance of BlueCross BlueShield of Texas' renewal for City's employee medical insurance benefits for FY 2024-2025 and authorize the City Manager to execute the necessary documents.

Motion made by Council Member Pickens, I move to approve the Blue Cross/Blue Shield proposal for City employee medical insurance benefits for FY 2024/2025 as presented. Seconded by Council Member Garber.

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

- 8. Consider and act on an Engineering Services Agreement between the City of Corinth and Birkhoff, Hendricks & Carter, L.L.P. for the purpose of engineering the reconstruction of roadway and drainage improvements of W. Shady Shores Road between Fritz Lane and 500-feet west of Swisher Road and authorize the City Manager to execute the necessary documents.

Motion made by Council Member Garber: I move to approve the Engineering Services Agreement with Birkhoff, Hendricks, & Carter LLP for the W. Shady Shores Road project as presented. Seconded by Council Member Pickens.

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

- 9. Consider and act on a request for escrow that exceeds the maximum amount allowed in accordance with Section 3.04.05 in the Unified Development Code and authorize the City Manager to execute a development agreement with Storage 365.

Motion made by Council Member Garber: I move to approve the request for escrow in the amount of \$49,193.10 and authorize the City Manager to execute the necessary documents. Seconded by Mayor Pro Tem Burke.

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

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

Council Member Rayl  
Council Member Henderson

Mayor Heidemann recessed the Regular Session Meeting at 7:29 P.M. and reconvened into the Workshop Session at 7:35 P.M.

**WORKSHOP AGENDA**

- 1. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2024-2025 Annual Program of Services and Capital Improvement Program.

The presentation and budget discussion continued.

Mayor Heidemann adjourned the Workshop Session at 8:55 P.M., and immediately convened into Executive Session.

**EXECUTIVE SESSION\*\***

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

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

**Section 551.087 - Economic Development.** To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is

conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

a. Realty Capital Management, LLC - Chapter 380 Agreement.

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

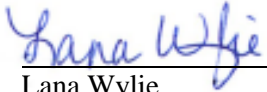
Mayor Heidemann recessed the Executive Session Meeting at 9:21 P.M. and immediately reconvened into the Regular Session Meeting.

No action was taken.

**ADJOURN**

Mayor Heidemann adjourned the meeting at 9:21 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.



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

DRAFT





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

<b>Meeting Date:</b>	8/22/2024	<b>Title:</b>	Budget Amendment   Storm Debris Management Services
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<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		

**Item/Caption**

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2023-2024 budget and annual program of services to provide for the expenditure of funds for Storm Debris Management in the General Fund; and providing an effective date.

**Item Summary/Background/Prior Action**

The Annual Program of Services was adopted on September 21, 2023, Ordinance 23-09-21.38 by the City Council. The budget did not include sufficient funding for the expenditure of storm debris management in the Streets division.

On June 1, Community Waste Disposal (CWD) began collection efforts to assist the Streets Division with removal of branches and debris from storms in late May. In total, CWD collected over 428 tons of debris for a total of 411.03 man hours of unbudgeted services.

**Financial Impact**

The budget amendment proposes the use of fund balance in the amount of \$119,000 from the General Fund.

**Applicable Owner/Stakeholder Policy**

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

**Staff Recommendation/Motion**

Staff recommends approval of the Ordinance amending the fiscal year 2023-24 Annual Program of services for the expenditure of storm debris management in the Streets Division.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 24-08-22-XX**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 23-09-21-38 REGARDING THE FISCAL YEAR 2023-2024 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR FUNDS TO PAY FOR STORM DEBRIS MANAGEMENT SERVICES IN THE GENERAL FUND; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2023, and ending September 30, 2024 by Ordinance No. 23-09-21-38; and

**WHEREAS**, the current adopted budget for fiscal year 2023-2024 does not have adequate funding to pay \$119,000 for the expenditure of funds for storm debris management in the Streets division; and

**WHEREAS**, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the General Balance of \$119,000 for funds to pay storm debris management in the Streets division; and

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

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

**SECTION I**

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

**SECTION II**

Ordinance No. 22-09-21-38 the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, shall be amended as follows:

**One Hundred Nineteen Thousand Dollars (\$119,000)** shall be appropriated into the Expenditures Line Items for the General Fund Streets Division.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the General Fund budget by **\$119,000** for storm debris management in the Streets Division. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

**SECTION III**

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 23-09-21-38.

**SECTION IV**

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

**SECTION V**

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

**PASSED AND APPROVED ON THIS THE 22<sup>nd</sup> DAY OF AUGUST 2024.**

SEAL

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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



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

<b>Meeting Date:</b>	8/22/2024	<b>Title:</b>	Animal Control Services
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<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  <a href="#">Click to enter recommendation/decision of supporting group.</a>		

**Item/Caption**

Consider and act on a renewal of the Interlocal Cooperation Agreement for Animal Shelter Services with the Town of Hickory Creek.

**Item Summary/Background/Prior Action**

The interlocal agreement allows for the outsourcing of Animal Control Services to Hickory Creek. Through this agreement Hickory Creek will provide full animal shelter services through their facility located at 970 Main Street, Hickory Creek Texas. The facility is designed for the holding and disposition of dogs and cats and has trained personnel whose duties are related to the use and operation of the Shelter.

The term of this Agreement shall begin on October 1, 2024, and ended on September 30, 2025. The Agreement can be extended for periods of one (1) year each beginning on October 1st.

**Financial Impact**

The total contract amount increased by \$6,524 or 5% from \$129,855 to \$136,379 annually. The agreement amount is included in the FYE2025 budget.

**Staff Recommendation/Motion**

Staff recommends approval of the Interlocal Cooperation Agreement for Animal Shelter Services with the Town of Hickory Creek and authorize the City Manager to make any necessary changes to the agreement.

STATE OF TEXAS § INTERLOCAL COOPERATION AGREEMENT  
§ FOR ANIMAL SHELTER SERVICES  
COUNTY OF DENTON §

This Interlocal Cooperation Agreement for Animal Shelter Services (“Agreement”) is entered as of the Effective Date by and between the Town of Hickory Creek (“Hickory Creek”), a Texas, a Texas general law municipality, and the City of Corinth (“Corinth”), a Texas home rule municipality. Hickory Creek and Corinth are referred to hereafter collectively as “Parties” and separately as a “Party.”

RECITALS

**WHEREAS**, as a service provided for the protection of the health and safety of the residents of Hickory Creek, Hickory Creek is engaged in the services of holding and disposing of stray dogs and cats; and

**WHEREAS**, Hickory Creek is the owner of certain facilities and equipment located at 970 Main Street, Hickory Creek, Texas (the “Shelter”) designed for the holding and disposition of dogs and cats and has in its employ trained personnel whose duties are related to the use and operation of the Shelter; and

**WHEREAS**, Corinth desires to obtain from Hickory Creek impoundment and disposition services for dogs and cats for the benefit of the citizens of Corinth and those others whom Corinth provides animal control services as more fully hereafter described; and

**WHEREAS** the Parties mutually desire this Agreement to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act and contract pursuant thereto; and

**WHEREAS**, Hickory Creek and Corinth individually have the authority to perform the services described in this Agreement in accordance with Texas Government Code §791.011 (c);

**NOW, THEREFORE**, for the mutual consideration hereinafter stated, Corinth and Hickory Creek agree as follows:

AGREEMENT

**1. Term; Early Termination.**

a. Term. The initial term of this Agreement shall begin on October 1, 2024, and end on September 30, 2025. The term of this Agreement shall be extended for periods of one (1) year each beginning on October 1st thereafter until terminated in accordance with this Agreement.

b. No-Fault Termination. In addition to such other means of termination set forth in this Agreement, either Party may terminate this Agreement at any time without cause by delivering written notice of termination not later than ninety (90) prior to the date of termination set forth in the notice.

c. Termination on Default. A Party (the “Non-Defaulting Party”) may immediately or on a date certain terminate this Agreement by providing written notice of termination to the other Party (the “Defaulting Party”) if (1) the Non-Defaulting Party provides written notice to the Defaulting Party detailing the nature of the Defaulting Party’s non-compliance with the provisions of this Agreement (“Default Notice”) and (2) the Defaulting Party fails to correct such non-compliance on or before the thirtieth (30th) day after receipt of the Default Notice.

d. Survival of Payment Obligations. Corinth’s obligations to pay Hickory Creek for services provided to Corinth in accordance with this Agreement and any remedies afforded to Hickory Creek in the event of non-payment shall survive the termination of this Agreement.

**2. Holding of Dogs and Cats; Fees.** Hickory Creek agrees to accept and hold at the Shelter dogs and cats (collectively hereafter “Animal” or “Animals”) lawfully impounded by authorized representatives of Corinth under the following terms and conditions:

a. Holding Period; Disposition of Animals. Hickory Creek agrees to hold Animals for the Standard Holding Period. For purposes of this Agreement, the “Standard Holding Period” shall commence on the day the Animal arrives at the Shelter (the “Intake Day”) and end 72 hours thereafter. If the Animal is not reclaimed within the Standard Holding Period, title to the Animal shall revert to Hickory Creek. Subject to applicable state law, an Animal may be placed for adoption or humanely destroyed by Hickory Creek at the discretion of the Shelter staff after the Standard Holding Period has concluded for the Animal.

b. Holding of Quarantine Animals. Hickory Creek agrees to accept and hold rabid suspects in quarantine for Corinth when conditions permit, and such action is authorized by a representative of Corinth.

c. Head Shipments and Rabies Testing. Hickory Creek agrees to provide for the removal and shipment of heads of rabid suspects for clinical rabies testing at the Texas Department of Health upon the request of the Animal’s owner and prepayment of all associated costs.

d. Fee. Corinth agrees to pay to Hickory Creek a payment of ONE HUNDRED THIRTY SIX THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS AND TWENTY FIVE CENTS (\$136,379.25) annually on November 1 for the duration of the Term (the “Annual Fee”). The Annual Fee due each November 1 after the initial term shall be set by Hickory Creek in its sole and absolute discretion and notice of the same delivered to Corinth by July 1. Corinth agrees Hickory Creek may assess, collect, and retain sums identified within the Hickory Creek Master Fee Schedule, as may be amended from time to time by Hickory Creek in its sole discretion, and which is hereby incorporated by reference for all purposes (the “Master Fee Schedule”) from owners of Animals without offset or credit against the Fee.

**3. Shelter Responsibilities.** Hickory Creek agrees to provide Corinth with full access to the Animal Control Center during the Animal Control Center's regular hours for the impoundment and release of animals as necessary and to conduct any other duties as deemed necessary that are within the scope of this Agreement.

**4. Suspension of Service.** Hickory Creek shall have the right, without notice, to suspend the provision of services pursuant to this Agreement if any amount remains past due more than sixty (60) days after the receipt of invoice by Corinth for such amounts. Hickory Creek will resume the provision of the services under this Agreement on the first business day after receipt of the past due amount plus all accrued interest.

**5. Collection of Owner Fees.** Hickory Creek shall have the authority to collect holding, quarantine, rabies test, impoundment, adoption, surrender, and quarantine fees from the owners of animals received from Corinth at the same rate as charged to residents of Hickory Creek. The fees for impoundment, adoption, surrender, and quarantine will be set by Hickory Creek at the sole discretion of Hickory Creek. As of the Effective Date, the fees established by Hickory Creek are set forth in the Master Fee Schedule, attached hereto and incorporated herein by reference.

**6. Party Responsibility.**

a. Hickory Creek. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Hickory Creek under Texas or Federal law, or any other defenses Hickory Creek can assert under Texas or Federal law, Hickory Creek agrees to and accepts full responsibility for the negligent acts and/or omissions of all Hickory Creek officers, employees and agents in performance of this Agreement.

b. Corinth. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for the negligent acts and/or omissions of all Corinth officers, employees and agents in performance of this Agreement.

c. Joint Responsibility. If a claim or liability shall arise from the joint or concurring negligence of both Parties, it shall be borne by the Parties comparatively in accordance with the laws of the State of Texas.

d. No Waiver of Immunity. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

**7. Miscellaneous.**

a. Payment from Current Revenues. Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

b. Notices. Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Hickory Creek:  
Town of Hickory Creek, Texas  
Hickory Creek, Texas 75065  
Attn: Town Manager

With Copy to:  
Dorwin L. Sargent, III  
Law Office of Dorwin L. Sargent III, PLLC  
624 W. University, #127  
Denton, Texas, 76201

To Corinth:  
City of Corinth, Texas  
3300 Corinth Parkway  
Corinth, Texas 76208  
Attn: City Manager

With Copy to:  
Patricia Adams  
Messer, Rockefeller, & Fort, PLLC  
6371 Preston Rd., Suite 200  
Frisco, Texas 75201

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

c. Governing Law, Venue. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.



d. Responsibility. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or acts or omissions in the course of performance of this Agreement.

e. Relationship. It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

f. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

g. Exhibits; Recitals. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

h. Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

i. Headings; "Includes." The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

j. Severability. The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

k. Assignment. No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.

l. Force Majeure. No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

n. Authorized Signatories. The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

o. Effective Date. This Agreement shall be effective as of October 1, 2024 ("the Effective Date").

p. Advisory Board. Each Party to this Agreement, and each municipality who receives contracted animal control services from either Party, may participate on the Hickory Creek Animal Advisory Board at the rate of one board member per municipality.

(Signatures on Following Pages)

SIGNED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF CORINTH, TEXAS

BY: \_\_\_\_\_  
BILL HEIDEMANN, MAYOR

BY: \_\_\_\_\_  
SCOTT CAMPBELL, CITY MANAGER

ATTEST:

BY: \_\_\_\_\_  
LANA WYLIE, CITY SECRETARY

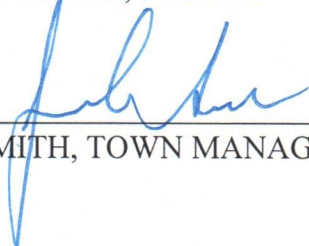
APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
PATRICIA ADAMS, CITY ATTORNEY

SIGNED AND AGREED this 5<sup>th</sup> day of August, 2024.

TOWN OF HICKORY CREEK, TEXAS


BY:   
LYNN C. CLARK, MAYOR

BY:   
JOHN SMITH, TOWN MANAGER

ATTEST:

BY:   
KRISTI ROGERS, TOWN SECRETARY

APPROVED AS TO LEGAL FORM:

BY:   
DORWIN L. SARGENT, III, TOWN ATTORNEY



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	8/22/2024	<b>Title:</b>	ILA with NCTCOG   Lake Cities Trash-Off Tire Collection
<b>Strategic Goals:</b>	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<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 checked="" type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Interlocal Cooperation Agreement (ILA) between the City of Corinth and North Central Texas Council of Government for the purpose of facilitating the collection of scrap tires through a state grant.

**Item Summary/Background/Prior Action**

Keep Corinth Beautiful will host the 6<sup>th</sup> annual Lake Cities Trash and Recycling event on Saturday, November 16th from 8:00 a.m. to 12:00 p.m. NCTCOG is providing pass-through funding from the Texas Commission on Environmental Quality (TCEQ) to support scrap tire collection events.

**Financial Impact**

The grant amount allocated is \$2,100.00.

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends execution of necessary documents for the ILA for the Scrap Tire Collection and Disposal Event.

**Interlocal Agreement  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS and  
CITY OF CORINTH**

**1. AGREEMENT PARTIES**

This Interlocal Agreement (“Agreement”) is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement. This Agreement, including all Attachments, represents the entire Agreement between the parties.

Funding Agency: North Central Texas Council of Governments  
Herein referred to as: NCTCOG

Subrecipient: CITY OF CORINTH  
Herein referred to as: SUBRECIPIENT

**2. PURPOSE**

The purpose of this Agreement is to define the scope of services for this solid waste implementation project and to ensure the project meets the provisions of §361.014(b) of the Texas Health and Safety Code and the regional solid waste management plan goals and objectives.

**3. SERVICES**

For the Scrap Tire Collection and Disposal Event(s), the SUBRECIPIENT shall complete all work as specified in this Agreement and all Attachments. The following are attached and incorporated into this Agreement:

- Attachment A – Scope of Work
- Attachment B – Project Budget and Detailed Cost Sheets
- Attachment C – Supplemental Funding Standards
- Attachment D – Funding Agency Requirements for Implementation Projects
- Attachment E – Reporting Forms and Deadlines

The SUBRECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the SUBRECIPIENT under this Agreement.

The SUBRECIPIENT shall perform such services as may be necessary to accomplish the work required under this Agreement, in accordance with the funding agency and contractual requirements and any and all applicable law. NCTCOG may require the SUBRECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the SUBRECIPIENT to ensure that such reports and services fulfill the purposes of this Agreement. The SUBRECIPIENT shall make the required corrections or revisions without additional cost to NCTCOG.

Neither NCTCOG’s review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of be and of action arising out of the performance of this Agreement; and the SUBRECIPIENT shall be, and remain liable in accordance with applicable law for all damages to NCTCOG, including reasonable attorney’s fees and court costs caused by the SUBRECIPIENT’S negligent performance of any of the services furnished under this Agreement.

The obligations of the SUBRECIPIENT under this Article are in addition to the SUBRECIPIENT’S other express or implied assurances under this Agreement or applicable law.

**4. TERM OF AGREEMENT**

This Agreement is effective on the date signed by the last party and shall terminate on August 31, 2025, unless terminated earlier as provided herein.

**5. AVAILABILITY OF FUNDS**

The source of the funds provided by the Texas Commission on Environmental Quality (TCEQ) is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suit or obligation, as applicable. In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and SUBRECIPIENT has no further duty to perform under terms of this Agreement, and the agreement is terminated.

**6. REIMBURSEMENTS AND PAYMENTS**

The funding amount under this Agreement shall not exceed \$2,100.00 as detailed in Attachment B. All payments for necessary and reasonable actual allowable costs incurred during the term of the Agreement shall be on a reimbursement basis and comply with Attachment C and D. Costs incurred as of March 28, 2025, are eligible for reimbursement under this Agreement. The following provisions apply to NCTCOG reimbursement of expenses:

- NCTCOG is not liable for expenses made in violation of Attachment C and D.
- NCTCOG is not liable to the SUBRECIPIENT for costs paid or performance rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.
- All costs must be incurred and paid by SUBRECIPIENT and billed to NCTCOG by March 28, 2025, in order to be eligible for reimbursement. NCTCOG is not liable for any costs paid by SUBRECIPIENT in the performance of this Agreement that have not been billed to NCTCOG by March 28, 2025.

The SUBRECIPIENT must submit a Request for Reimbursement Form as soon as possible upon completion of the event and payment of the invoices. Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Agreement, stated guidelines, and applicable rules and regulations. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Agreement shall be the basis for termination of the Agreement and/or the revocation of any unexpended or inappropriately expended funds.

NCTCOG will review all materials and will not make a reimbursement payment unless all required items have been provided and are deemed to be accurate. NCTCOG will not reimburse or otherwise make payment for expenditures that are not authorized under this Agreement. If NCTCOG determines that an expenditure that was reimbursed is not an authorized expense, NCTCOG will request return and reimbursement of those funds from the SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expense, and shall not provide any additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.

**7. TERMINATION**

**Termination for Cause.** NCTCOG may, upon providing 10 days' written notice and the opportunity to cure to the SUBRECIPIENT, terminate this Agreement for cause if SUBRECIPIENT materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice NCTCOG's other remedies authorized by this Agreement or by law.

**Termination for Convenience.** NCTCOG may, upon providing 10 days' written notice to the SUBRECIPIENT, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of NCTCOG or the SUBRECIPIENT. SUBRECIPIENT may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination as mutually agreed. SUBRECIPIENT shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

If, after termination for cause by NCTCOG, it is determined that the SUBRECIPIENT had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of NCTCOG.

Upon receipt of a termination notice the SUBRECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the SUBRECIPIENT in performing this Agreement, whether completed or in progress.

**8. NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION**

**Representatives.** The individual(s) named below are the representatives of NCTCOG and the SUBRECIPIENT. They are authorized to give and receive communications and direction on behalf of NCTCOG and the SUBRECIPIENT as indicated below. All communications including official Agreement notices must be addressed to the appropriate representative or his or her designee.

**Changes in Representatives.** Either party may change its representative by unilateral amendment.

The NCTCOG Project Representative shall not be deemed to have authority to bind NCTCOG in Agreement unless NCTCOG's Executive Director has delegated that person to have such authority. The designated NCTCOG representative will provide direction to the SUBRECIPIENT on contractual and technical matters.

Project Representative:  
Alexa Gilbert, Environment & Development  
Planner  
North Central Texas Council of Governments  
Environment and Development Department  
P. O. Box 5888  
Arlington, Texas 76005-5888  
TEL: (817) 608-2334 FAX: (817) 695-9191  
Email: [agilbert@nctcog.org](mailto:agilbert@nctcog.org)

Alternate Contact to Project Representative:  
Hannah Ordonez, Senior Environment &  
Development Planner  
North Central Texas Council of Governments  
Environment and Development Department  
P. O. Box 5888  
Arlington, Texas 76005-5888  
TEL: (817) 695-9215 FAX: (817) 695-9191  
Email: [hordonez@nctcog.org](mailto:hordonez@nctcog.org)



The SUBRECIPIENT hereby designates the individual(s) named below as the authorized personnel to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as the Project Representative in contractual and technical matters:

Project Representative:

Haley Koehler, Sr. Admin. Assistant  
3300 Corinth Pkwy  
Corinth, Texas 76208  
TEL : 940-498-7511  
Email: haley.koehler@cityofcorinth.com

Alternate Contact to Project Representative:

Glenn Barker, Director of Public Works  
3300 Corinth Pkwy  
Corinth, Texas 76208  
TEL : 940-498-7510  
Email: glenn.barker@cityofcorinth.com

**Electronic Signatures.** Electronic signatures may be used for budget amendments, reports, and correspondence provided the owner of the electronic signature approves the use of their signature for that purpose.

**Records Location.** The SUBRECIPIENT designates the following (physical) location for record access and review pursuant to any applicable provision of this Agreement.

**City of Corinth  
3300 Corinth Pkwy  
Corinth, Texas 76208**

**9. COMPLIANCE WITH APPLICABLE LAWS**

The activities funded under this Agreement, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, permits, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- Chapters 361, 363, and 364 of the Texas Health and Safety Code
- Title 30 TAC Chapter 330, Subchapter O, TCEQ Rules
- Title 30 TAC Chapter 14, TCEQ Rules
- The Uniform Grant and Contract Management Act, Texas Government Code, §§ 783.001 et seq., the Uniform Grant and Contract Standards, 34 TAC §§ 20.456 - 20.467 (although the rules were repealed by the Texas Comptroller of Public Accounts (CPA) effective March 14, 2021, the rules are applicable by agreement under this grant), and the Uniform Grant Management Standards (UGMS) issued by CPA and formerly by the Texas Office of the Governor.
- General Appropriations Act, 84<sup>th</sup> Regular Legislative session
- Pursuant to Chapter 391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

**10. AGREEMENT AMENDMENTS**

**Agreement Changes/Adjustments.** NCTCOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary. The document may be changed or adjusted by written amendment and mutual agreement of both parties for Agreement changes. Agreement changes such as changes to project representative contacts, can be documented via electronic communications and agreement by both parties. Agreement changes such as: 1) an increase or decrease in the amount of compensation to the SUBRECIPIENT; 2) an extension or shortening of the term of the Agreement; 3) a significant change, as deemed by NCTCOG, in the scope of the Agreement or the services to be performed; or, 4) any action that is beyond the authority of NCTCOG's Executive Director, would require a written amendment to the Agreement signed by both parties.

**Budget Amendments.** The SUBRECIPIENT must receive written consent of the NCTCOG representative for any budget changes. Any budget change that increases the total cost in Attachment B, and not to exceed payment amount in Article 6, requires an amendment to this Agreement.

**Extension of Agreement.** No extension for the term of the agreement will be allowed.

**11. SUBRECIPIENT MONITORING**

NCTCOG reserves the right to conduct onsite reviews, require additional documentation, require additional training and/or impose other specific conditions to address or minimize potential risk related to this Agreement, and in accordance with underlying grant requirements.

**12. ADDITIONAL GENERAL TERMS AND CONDITIONS**

**No Debt against the State.** This Agreement is contingent on the continuing appropriation of funds. This Agreement shall not be construed to create debt against the State of Texas.

**UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Agreement, including the criteria for Allowable Costs. Additional federal requirements apply if this Agreement is funded, in whole or in part, with federal funds.

**No Interest for Delayed Payment.** Because the SUBRECIPIENT is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

**Audit of Funds.** The SUBRECIPIENT understands that acceptance of funds under this Agreement acts as acceptance of the authority of the NCTCOG, or any successor agency, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT further agrees to fully cooperate with NCTCOG or its successor in the conduct of the audit or investigation, including providing all records requested. SUBRECIPIENT shall ensure that this clause concerning the audit of funds accepted under this Agreement is included in any subcontract it awards.

**Financial Records.** SUBRECIPIENT shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request SUBRECIPIENT shall submit records in support of reimbursement requests. SUBRECIPIENT shall allow access during business hours to its financial records by NCTCOG and state agencies for the purpose of inspection and audit. Financial records regarding this Agreement shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

If requested by NCTCOG, the SUBRECIPIENT agrees to provide NCTCOG the additional expense records and documentation materials, appropriate for the expense, for the time period requested. NCTCOG will provide reasonable time for SUBRECIPIENT to comply with the request for additional documentation and will allow reasonable time for SUBRECIPIENT to respond to findings of noncompliance or other issues.

**Responsibility for the Scope of Work.** SUBRECIPIENT undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the NCTCOG nor as a NCTCOG agent or employee. SUBRECIPIENT agrees that the Scope of Work is furnished and performed at SUBRECIPIENT's sole risk as to the means, methods, design, processes, procedures and performance.

**Inventory System.** The Performing Party and its subrecipients must have an inventory system that maintains track of equipment, controlled assets, and also, all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated for the same types of items, for example, roll-off bins, recycling bins/carts). The inventories shall include purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997).

**Independent Contractor.** The parties agree that the SUBRECIPIENT is an independent contractor. Nothing in this Agreement shall create an employee-employer relationship between SUBRECIPIENT and NCTCOG. Nothing in this Agreement shall create a joint venture between NCTCOG and the SUBRECIPIENT.

**Responsibilities for Subcontractors.** The SUBRECIPIENT'S contractual costs must comply with allowable cost requirements. SUBRECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies or NCTCOG's procurement guidelines. All subcontracts awarded by the SUBRECIPIENT under this Agreement shall be in accordance with the (UGMS) and other applicable procurement laws. The SUBRECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBRECIPIENT shall ensure that all subcontractors comply with all provisions required by this Agreement. NCTCOG reserves the right to perform an independent audit of all subcontractors.

All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect Agreement with SUBRECIPIENT shall be considered to be the acts and omissions of SUBRECIPIENT.

**No Third-Party Beneficiary.** NCTCOG does not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between NCTCOG and any of the SUBRECIPIENT's subcontractors, suppliers or other persons or organizations with a contractual relationship with the SUBRECIPIENT.

**Time is of the Essence.** SUBRECIPIENT's timely performance is a material term of this Agreement.

**Delays.** Where SUBRECIPIENT's performance is delayed, except by Force Majeure or act of the NCTCOG, NCTCOG may withhold or suspend reimbursement, terminate the Agreement for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of NCTCOG).

**Conflict of Interest.** SUBRECIPIENT shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Agreement by SUBRECIPIENT or any related entity or individual, SUBRECIPIENT shall promptly disclose in writing to NCTCOG any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of SUBRECIPIENT, or members of their immediate families, or paid by subcontractors or subrecipients; or
- ii. Any organizational conflicts of interest between SUBRECIPIENT and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without NCTCOG's written consent in the form of a unilateral amendment. SUBRECIPIENT agrees that NCTCOG has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.

**Quality and Acceptance.** All work performed under this Agreement must be complete and satisfactory in the reasonable judgment of the NCTCOG. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Agreement.

**Quality Assurance.** All work performed under this Agreement that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and Environmental Protection Agency (EPA) requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to SUBRECIPIENT's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, SUBRECIPIENT's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

**Laboratory Accreditation.** Any laboratory data or analyses provided under this Agreement must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

**Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, SUBRECIPIENT must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Agreement. SUBRECIPIENT shall obtain and furnish to NCTCOG and TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for NCTCOG and TCEQ non-commercial purposes, and other purposes of the State of Texas.

**Grant of License.** SUBRECIPIENT grants to NCTCOG and TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial NCTCOG or TCEQ purpose any preexisting intellectual property belonging to the SUBRECIPIENT that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Agreement, and associated user documentation.

**Insurance.** Unless prohibited by law, the SUBRECIPIENT, and all Contractors performing Agreement activities on behalf of the Subrecipient, shall obtain and maintain during the Agreement period adequate insurance coverage sufficient to protect the SUBRECIPIENT and the NCTCOG from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by the NCTCOG, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

**Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE SUBRECIPIENT SHALL REQUIRE ALL CONTRACTORS PERFORMING AGREEMENT ACTIVITIES ON BEHALF OF SUBRECIPIENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NCTCOG AND TCEQ AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF AGREEMENT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS,

INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THIS COVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

**Payment of a Release.** Neither payment by NCTCOG nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of SUBRECIPIENT from liability under this Agreement.

**Schedule of Remedies available to the NCTCOG.** The following Schedule of Remedies applies to this Agreement. In the event of SUBRECIPIENT's nonconformance, NCTCOG may do one or more of the following:

- Issue notice of nonconforming performance;
- Reject nonconforming performance and request corrections without charge to the NCTCOG;
- Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- Suspend all or part of the Agreement activities or payments, or both, pending accepted revision of the nonconformity;
- Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- Terminate the Agreement without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

**Opportunity to Cure.** The SUBRECIPIENT will have a reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.

**Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Agreement or applicable law does not preclude or limit the exercise of any other remedy available under this Agreement or applicable law.

The parties agree that this Agreement does not waive any sovereign immunity to which either party is entitled by law.

**Survival of Obligations.** Except where a different period is specified in this Agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, survive for four (4) years beyond the termination or completion of the Agreement, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Agreement or which in NCTCOG's opinion is related to the subject matter of the Agreement. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

**Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

**Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

**State, Federal Law.** This Agreement is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.

**Severability.** If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

**Assignment.** No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by SUBRECIPIENT will be binding on NCTCOG without its written consent, except as restricted by law. No assignment will release or discharge the SUBRECIPIENT from any duty or responsibility under the Agreement.

**Venue.** The SUBRECIPIENT agrees that any cause of action involving this Agreement arises solely in Tarrant County, Texas.

**Publication.** The SUBRECIPIENT must acknowledge the financial support of NCTCOG and TCEQ whenever work is funded, in whole or part, through this Interlocal Agreement. This includes using the following notation on the front cover, title page, surface of recycling bins or carts, vehicle wraps, vehicles, pencils, pens, T-shirts, stickers, electronic devices, all mechanical equipment, etc.:

***“Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.”***

Tangible items where surface space is limited may utilize the TCEQ logo or the phrase “Funded by TCEQ.” Consult with NCTCOG Project Representative to obtain TCEQ logo and for guidance on the proper display.

SUBRECIPIENT agrees to notify NCTCOG five (5) days prior to the publication or advertisement of information related to this Agreement. SUBRECIPIENT agrees not to use the NCTCOG or TCEQ logo or the NCTCOG or TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate NCTCOG or TCEQ authority.

**Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by NCTCOG, no act or omission will constitute a waiver or release of SUBRECIPIENT’s obligation to perform conforming Agreement activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

**Compliance with Laws.** NCTCOG relies on SUBRECIPIENT to perform all Agreement activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

**Counterparts.** This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

**Accessibility.** All electronic content and documents created as deliverables under this Agreement must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless NCTCOG agrees that exceptions or exemptions apply.

**Internal Compliance Program.** NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

**City of Corinth**

**North Central Texas Council of Governments**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael Eastland  
Executive Director

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

Mike Eastland  
\_\_\_\_\_  
Printed Name  
  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**SCOPE OF WORK**

NCTCOG is providing pass-through funding from the TCEQ to support scrap tire collection events and scrap tire cleanups on public property for eligible entities in the North Central Texas region between May 28, 2024, and March 28, 2025. These funds will be used to remit the cost of a third-party scrap tire hauling and/or disposal vendor and the cost of properly disposing of the collected tires.

The CITY OF CORINTH will host a Trash, Recycling, Paper Shredding, and tire collection event on 11/16/2024 as part of Keep Corinth Beautiful. The CITY OF CORINTH is responsible for all activities related to coordinating this event and procuring a third-party contractor to collect the tires. Additionally, the CITY OF CORINTH is responsible for providing or procuring staffing for the event, promoting the event, and providing any equipment or other materials needed for the event.

The CITY OF CORINTH will also be required to provide a reimbursement request, backup documentation, and tire manifests to NCTCOG in order to be reimbursed for these related expenses.



**ATTACHMENT B**  
**PROJECT BUDGET AND DETAILED COST SHEETS**

**Table 1: Project Budget**

<b>Budget Categories</b>	<b>Funding Approved</b>
Equipment (unit cost of \$5,000 or more, and Controlled Assets up to \$4,999)	\$0
Contractual (other than for Construction)	\$2,100.00
Construction	\$0
Detailed "Other" Expenses Budget	\$0
<b>TOTAL COST</b>	<b>\$2,100.00</b>

**LIST MATCHING DETAILS**

**NOTE:** Appropriate documentation must be included in order to receive credit for any eligible matching items. (i.e. proof of payment, proof of value etc).

No matching funds were provided.

**DETAILED BUDGET SHEET - Contractual**

This budget sheet should be completed if any expenses are entered for Contractual services in Table 1: Project Budget; otherwise omit. \$2,100.00

All Contractual expenses **must** be pre-approved by NCTCOG. Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the SUBRECIPIENT other than those related to construction. All local government municipal laws and regulations, including UGMS, for bidding and Contractual for services must be followed during the project period.

Any expenses (including legal fees, staff time, travel and communications) related in any way to drafting legislation, lobbying for legislation, or other political activities are **not** allowable under this program.

**The following is an itemized list of the Contractual expenses associated with the funded project, with as many specifications as possible:**

<b>Contractual</b>	<b>Costs</b>
Tire Collection Event on 11/16/2024 by Discount Tire	\$2,100.00

**ATTACHMENT C**  
**ELIGIBLE EXPENSE STANDARDS**

**Contractual Expenses**

**All outlays that fall within the “Contractual” category of the budget shall be itemized by the SUBRECIPIENT on the Reimbursement Request Form.**

No Contractual expenditures are eligible for reimbursement under this Agreement, unless such Agreements’ scope of work has been approved ahead of time, in writing, by NCTCOG. Any amendments to the SUBRECIPIENT’S subcontract authorization for reimbursement under this Agreement, whether or not such subcontract required NCTCOG’s pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, must be approved in writing by NCTCOG.

Contractual expenses include professional (subcontracted) services. The SUBRECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the SUBRECIPIENT’S own internal policies and procedures. In addition, the SUBRECIPIENT is required to maintain documentation that the costs paid for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

In addition to the itemized Reimbursement Request Form, the SUBRECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

Supporting documentation shall include a purchase order and an invoice, plus a copy of the check showing payment or bank transmittal.

**ATTACHMENT D**  
**FUNDING AGENCY STANDARDS FOR IMPLEMENTATION GRANTS**

In addition to the standards set forth in applicable law and regulations, the standards outlined below apply to all uses of the solid waste grant funds. These funding agency standards and limitations apply to all implementation project activities funded under this Agreement. The SUBRECIPIENT is responsible for ensuring compliance with these standards. Furthermore, at the discretion of NCTCOG and the funding agency, the Texas Commission on Environmental Quality (TCEQ), may deem certain expenses ineligible that are not explicitly stated in these Funding Standards. The SUBRECIPIENT should coordinate with NCTCOG to determine eligibility of all expenses prior to incurring project expenses.

**General Standards**

1. The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. Recipients of funds under this Agreement and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. Funds may not be provided through a pass-through grant or subcontract to any public or private entity that is barred from participating in state Agreements by the Texas Facilities Commission.
4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this Agreement through either a pass-through grant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d), TCEQ Regulations, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit and not-for-profit non-governmental entities.
6. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement and comply with **Attachment C**.
7. A project or service funded under this Agreement must be consistent with the NCTCOG Regional Solid Waste Plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
8. Funds may not be used to acquire land or an interest in land.
9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal and were funded from a source other than a previous solid waste grant, may not be funded.
10. Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. Funds may not be used for employment, Agreements for services of a lobbyist, or for dues to an organization, which employs or otherwise Agreements for the services of a lobbyist.
13. Funds may only be used for projects or programs for managing municipal solid waste.
14. Except as may be specifically authorized, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility,

including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within the boundaries of a permitted facility. The applicant and/or NCTCOG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by NCTCOG.

15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste.
17. Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
18. Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

**Litter and Illegal Dumping Cleanup and Community Collection Events.** Lake and Waterway Cleanup events may be coordinated with the Keep Texas Beautiful organization. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses.

The local government sponsor must oversee the cleanup work or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, NCTCOG should consider withholding at least ten (10) percent of the

reimbursements under a pass-through grant or sub agreement, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. To the extent practicable, community collection events should make every effort to divert wastes collected from area landfills, e.g., contain a recycling component.

**ATTACHMENT E  
REPORTING, FORMS, AND DEADLINES**

The SUBRECIPIENT agrees to provide, as soon as possible upon completion of the event and payment of the vendor invoices, a Request for Reimbursement Form, a report of the volume of tires collected, and related supporting documentation. The required reporting forms can be found at <http://www.nctcog.org/solidwastegrants>.

**Required Reporting.** The SUBRECIPIENT shall prepare and submit to NCTCOG the below reporting requirements detailing work performed under this Agreement as part of the required Request for Reimbursement Form. The Request for Reimbursement Form provided by NCTCOG will be due to NCTCOG no later than March 28, 2025. Reimbursement will not be issued until NCTCOG has received the required reporting information.

REQUIRED REPORTING METRICS	
<b>Name of Entity</b>	CITY OF CORINTH
<b>Date of Event(s)</b>	11/16/2024
<b>Estimated Number of Participants</b>	
<b>Number of Tires Collected</b>	

The SUBRECIPIENT’S Reports must contain adequate descriptions of all project activities performed in order to allow NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning timelines in meeting the schedule for required reports will be maintained by NCTCOG and shared as appropriate with members of the RCC. Any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure NCTCOG that the activities are not prohibited. The SUBRECIPIENT shall comply with any reasonable request by NCTCOG for additional information on activities conducted for NCTCOG to adequately monitor the SUBRECIPIENT’S progress in completing the requirements of and adhering to the provisions of this Agreement.



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

<b>Meeting Date:</b>	8/22/2024	<b>Title:</b>	Tax Rate & Public Hearing Notice
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<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		

**Item/Caption**

Consider and act on a resolution of the City Council of the City of Corinth, Texas adopting a proposed FY 2024-2025 municipal tax rate that will not exceed the voter-approval tax rate; calling a public hearing to be held on September 5, 2024 at Corinth City Hall at 6:30 p.m.; requiring publication of a Notice of Public Hearing on Tax Increase in accordance with state law; providing for the incorporation of premises; and providing an effective date.

**Item Summary/Background/Prior Action**

The Truth-in-Taxation publication notices must be calculated based on the highest possible rate the City Council may consider. The rate the City Council finally adopts *can be lower* than the proposed and published rate, but *it cannot exceed* it without undergoing the required posting requirements and timeframes. This agenda item is to establish the highest possible tax rate for the City Council to consider.

The public hearing on the proposed tax rate is to be held in the City Council Chambers at Corinth City Hall, 3300 Corinth Parkway in Corinth, Texas 76208 on September 5, 2024 at 6:30 p.m. The public hearing will not be held until at least seven (7) days after notice of the public hearing has been published in the Denton Record Chronicle, a newspaper having general circulation within the City, in the form of the *Notice of Public Hearing on Tax Increase* for City of Corinth.

Published Tax Rate	\$ .51480 per \$100 valuation
Proposed Tax Rate	\$ .51400 per \$100 valuation
Preceding Year’s Tax Rate	\$ .52000 per \$100 valuation
No New Revenue Tax Rate	\$ .49209 per \$100 valuation
De Minimis Tax Rate	\$ .51596 per \$100 valuation
Voter Approval Tax Rate	\$ .51490 per \$100 valuation

The FYE25 Proposed Budget was submitted to City Council on July 31, 2024 as required by the City Charter. The proposed budget is also available online on the City’s website [www.cityofcorinth.com](http://www.cityofcorinth.com).



**Applicable Owner/Stakeholder Policy**

Chapter 26 of the Texas Tax Code, as amended by the Texas Legislature in the 86th Legislative Session, requires the City Council to have a record vote establishing a public hearing date on the municipal property tax rate.

**Staff Recommendation/Motion**

***Proposed Motion to publish a Proposed Tax Rate of \$0.51480 which exceeds the No New Revenue Tax Rate of \$0.49209:***

I move to approve a resolution placing a proposal on the September 19, 2024 Council Agenda to consider a FY 2024-2025 property tax rate of \$.51480, per one hundred dollars (\$100) of valuation, which exceeds the no-new-revenue tax rate of \$0.49209 but is below the De Minimis Tax Rate of \$0.51596 and the voter-approval tax rate of \$0.51490, and to set the public hearing on the proposal to consider approving the tax rate for Thursday, September 5 at 6:30 p.m. at Corinth City Hall at 3300 Corinth Parkway, Corinth, Texas 76208.

**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 24-08-22-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS ADOPTING A PROPOSED FY25 MUNICIPAL TAX RATE THAT WILL NOT EXCEED THE VOTER-APPROVAL TAX RATE; CALLING A PUBLIC HEARING TO BE HELD ON SEPTEMBER 5, 2024 AT CORINTH CITY HALL AT 6:30 P.M.; REQUIRING PUBLICATION OF A NOTICE OF PUBLIC HEARING ON TAX INCREASE IN ACCORDANCE WITH STATE LAW; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, chapter 26 of the Texas Tax Code, as amended by the Texas Legislature in the 86th Legislative Session, requires the City Council to have a record vote establishing one public hearing date on the FY25 municipal property tax rate; and

**WHEREAS**, the City Council desires to consider adopting a proposed tax rate of \$0.51400, which will not exceed the voter-approval rate; and

**WHEREAS**, the City has calculated the voter-approval rate, and the proposed tax rate does not exceed such rates; and

**WHEREAS**, the City Council has determined it necessary to adopt this Resolution to set a public hearing on the proposed tax rate.

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

SECTION 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Corinth, Texas, and are fully incorporated into the body of this resolution.

SECTION 2. The City Council hereby approves the placement of an item on the September 21, 2023, City Council public meeting agenda to vote on a proposed tax rate of \$0.51480 per \$100 valuation that will not exceed the voter-approval tax rate of \$0.51490.

SECTION 3. The City Council hereby calls a public hearing on the proposed tax rate to be held in the City Council Chambers at Corinth City Hall, 3300 Corinth Parkway in Corinth, Texas 76208 on September 5, 2024, at 6:30 p.m. The public hearing will not be held until at least seven (7) days after notice of the public hearing has been published in the *Denton Record Chronicle*, a newspaper having general circulation within the City, in the form of the Notice Of Public Hearing on Tax Increase for City of Corinth, which can be found in Exhibit A attached to this resolution, made a part hereof for all purposes. Notice of public hearing will also be posted continuously for at least seven (7) days prior to the date of the public hearing on the tax rate and at least seven (7) days prior to the vote on the proposed tax rate on the City's webpage at [www.cityofcorinth.com](http://www.cityofcorinth.com). The City Manager, or his designee, is hereby directed to publish said notice in accordance with this Resolution and in accordance with Tex. Tax Code §26.06, et seq. At the public hearing, the City Council will afford adequate opportunity for both proponents and opponents of the tax rate to present their views.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval at a regular meeting of the City Council of the City of Corinth, Texas on this the 22<sup>th</sup> day of August 2024, at which meeting a quorum was present and the meeting was held in accordance with the provisions of Tex. Gov't Code §551.001, *et seq.* The City Secretary is hereby directed to record this resolution and the vote on the proposal to place the item for a public hearing on the September 19, 2024, City Council agenda.

PASSED AND APPROVED this the 22nd day of August 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

<u>Council Member</u>	<u>Voted For</u>	<u>Voted Against</u>
Bill Heidemann, Mayor	_____	_____
Sam Burke, Mayor Pro Tem	_____	_____
Scott Garber	_____	_____
Lindsey Rayl	_____	_____
Tina Henderson	_____	_____
Kelly Pickens	_____	_____

**EXHIBIT A**  
**NOTICE OF 2024 TAX YEAR PROPOSED PROPERTY TAX RATE**

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate and the voter-approval tax rate and the de minimis rate exceeds the voter-approval rate, as prescribed by Tax Code §§26.06(b-1) and 26.063(d).

Section 1, Item 8.

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice applies to taxing units other than special taxing units or to a municipality with a population of less than 30,000 regardless of whether it is a special taxing unit.

A tax rate of \$ .51480 per \$100 valuation has been proposed by the governing body of City of Corinth

PROPOSED TAX RATE	\$ <u>.51480</u>	per \$100
NO-NEW-REVENUE TAX RATE	\$ <u>.49209</u>	per \$100
VOTER-APPROVAL TAX RATE	\$ <u>.51490</u>	per \$100
DE MINIMIS RATE	\$ <u>.51596</u>	per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Corinth from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval tax rate is the highest tax rate that City of Corinth may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for City of Corinth exceeds the voter-approval tax rate for City of Corinth.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for City of Corinth the rate that will raise \$500,000, and the current debt rate for City of Corinth.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Corinth is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 5, 2024 at 6:30 p.m. at Corinth City Hall 3300 Corinth Parkway, Corinth Texas.

The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate and does not exceed the rate that allows voters to petition for an election under Section 26.075, Tax Code. If City of Corinth adopts the proposed tax rate, City of Corinth is not required to hold an election so that the voters may accept or reject the proposed tax rate and the qualified voters of the City of Corinth may not petition the City of Corinth to require an election to be held to determine whether to reduce the proposed tax rate.

**YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:**

Property tax amount = ( tax rate ) x ( taxable value of your property ) / 100

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

- FOR the proposal: \_\_\_\_\_
- AGAINST the proposal: \_\_\_\_\_
- PRESENT and not voting: \_\_\_\_\_
- ABSENT: \_\_\_\_\_