



*** * * * PUBLIC NOTICE * * * ***

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH**

**Thursday, September 1, 2016, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.
2. Receive a report, hold a discussion, and give staff direction on the Joint Public Safety Facility and Fire Station.
3. Hold a discussion, and provide staff direction on the Fiscal Year 2016-2017 Annual Program of Services and Capital Improvement Program.

ADJOURN WORKSHOP SESSION

***NOTICE IS HEREBY GIVEN** of a Regular Session of the Corinth City Council to be held at Corinth City Hall located at 3300 Corinth Parkway, Corinth, Texas. The agenda is as follows:

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE:

PROCLAMATION:

1. Proclamation proclaiming National Payroll Week.

CONSENT AGENDA

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

2. Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance with Denton County.

3. Consider and act on an Ordinance amending a City Franchise Ordinance dated February 4, 1961, as amended, which grants a franchise to Oncor Electric Delivery Company LLC, successor in interest to Texas Power & Light Company, by extending the term and providing for its renewal; further providing that this Ordinance is cumulative; finding and determining that the meeting at which this ordinance is adopted is open to the public as required by law; providing an effective date; and providing for acceptance by Oncor Electric Delivery Company LLC.
4. Consider and act on a contract for Right-of-way Mowing and Maintenance Services with DD Commercial Landscape Management.
5. Consider and act on a Joint Election Agreement and Contract for Election Services with Denton County for the November 8, 2016 General Election.

CITIZENS COMMENTS

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

PUBLIC HEARING

6. Hold a public hearing to receive community input on the FY 2016-17 Proposed Budget.
7. Hold a public hearing on a proposal to consider a tax rate, which will exceed the lower of the rollback rate or the effective tax rate and will increase total tax revenues from properties on the tax roll in the preceding tax year by 9.26 percent.

BUSINESS AGENDA

8. Consider and act on a contract for Construction Manager at Risk Services to manage the construction of the Joint Public Safety Facility and Fire Station.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, 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 Councilmember may direct that an item be added as a business item to any future agenda.

CLOSED SESSION

The City Council will convene in such executive (closed session) to consider any matters regarding any of the above listed agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code:

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

a. Consultation with City Attorney regarding legal issues related with homeowner association bylaws and obligations.

b. Interlocal agreement for fire services.

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

a. Receive information and discuss, deliberate, and provide staff with direction regarding potential acquisition of shared access easement on Lot R1, Block One, Pinnell Addition.

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

a. Deliberations regarding the appointment, evaluation, reassignment, duties, discipline, or dismissal of appointees to city boards, commissions, committees and corporations.

b. Deliberation of the employment, reassignment or duties of the City Manager.

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

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

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

ADJOURN:

Posted this 26 day of August, 2016 at 11:30 A.M. on the bulletin board at Corinth City Hall.

Kimberly Pence
Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 09/01/2016

Title: Joint public safety building

Submitted For: Lee Ann Bunselmeyer, Acting City Manager

Submitted By: Lee Ann Bunselmeyer, Acting City Manager

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Receive a report, hold a discussion, and give staff direction on the Joint Public Safety Facility and Fire Station.

AGENDA ITEM SUMMARY/BACKGROUND

On June 16, 2016 the City Council contracted EIKON Consulting Group, LLC for Architectural and Engineering design services of a combined Public Safety Facility and Fire House. Since approval, the Building Design Committee comprised of two Council members, Acting City Manager, Police Chief, Fire Chief and Technology Services Manger have been meeting with representatives from EIKON in developing the floor layouts for both facilities. This agenda item is for the City Council to review the conceptual designs and provide staff direction.

RECOMMENDATION

Attachments

Joint Public Safety Facility Proposed Plan

Fire House Proposed Plan

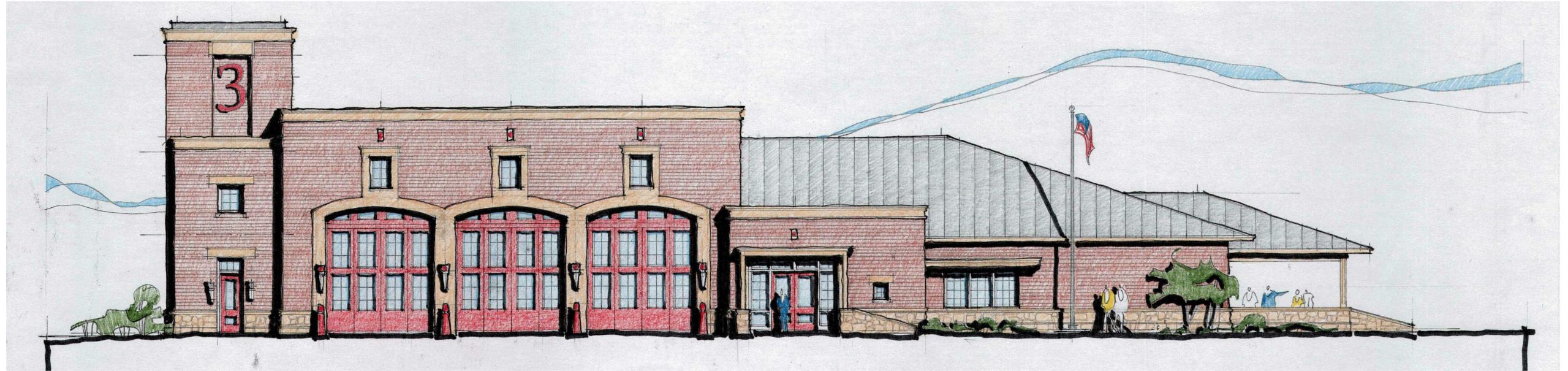


- Police Spaces
- IT Spaces
- Fire Spaces
- Mechanical/ Electrical Spaces
- Shared Spaces

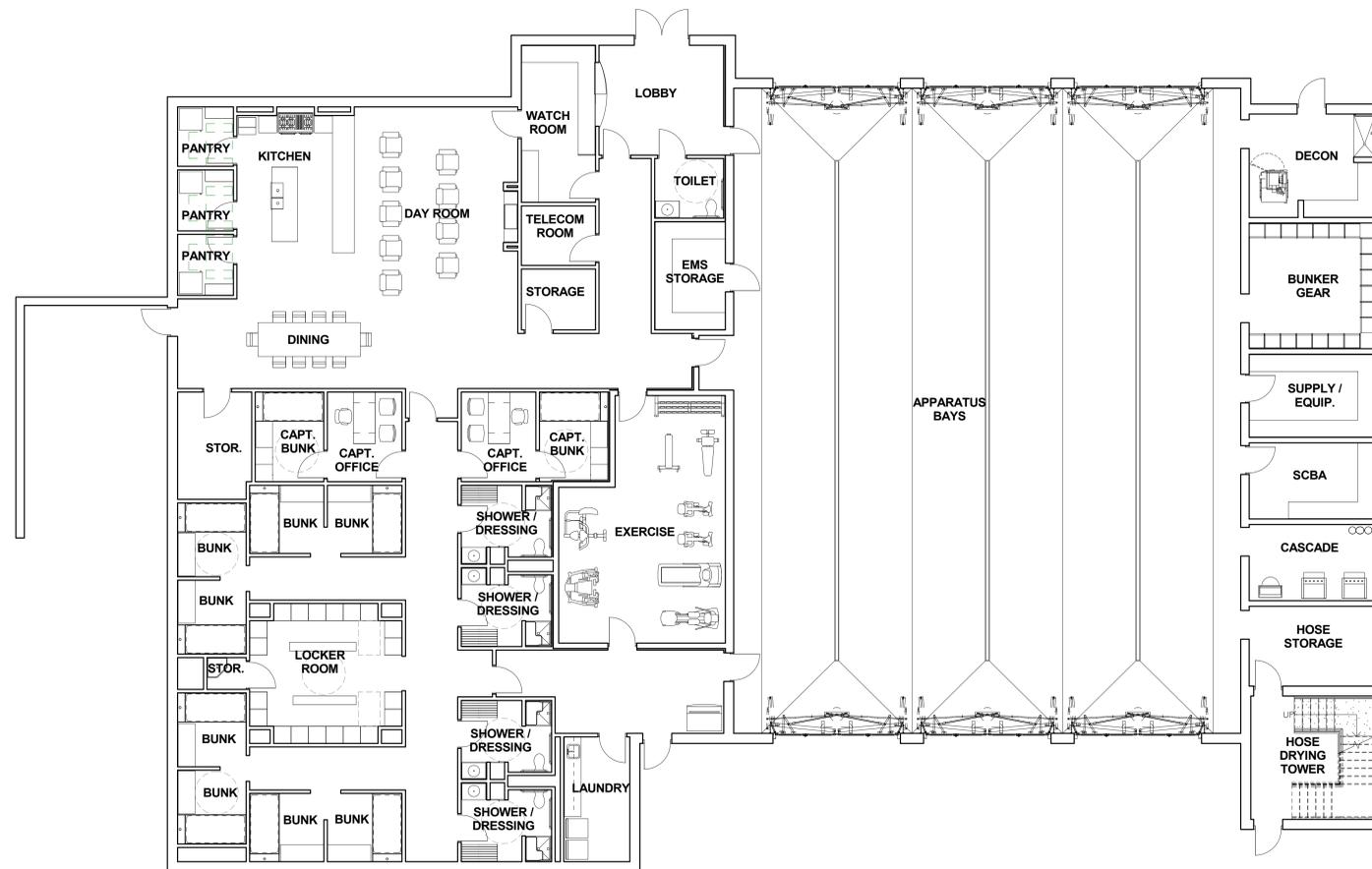
CORINTH PUBLIC SAFETY BUILDING

CORINTH

TEXAS



2 PROPOSED NORTH ELEVATION - FIRESTATION
SCALE: N.T.S.



1 PROPOSED FLOOR PLAN - FIRESTATION
SCALE: 1/8" = 1'-0"

CORINTH PUBLIC SAFETY FACILITY

City Council Regular and Workshop Session

Meeting Date: 09/01/2016

Title: Annual Budget Workshop

Submitted By: Lee Ann Bunselmeyer, Acting City Manager

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Hold a discussion, and provide staff direction on the Fiscal Year 2016-2017 Annual Program of Services and Capital Improvement Program.

AGENDA ITEM SUMMARY/BACKGROUND

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. In compliance with the Charter requirement, the Fiscal Year 2016-2017 budget was submitted to the Council on Friday, July 29, 2016 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal 2016-2017 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. The remaining budget meetings are summarized below.

Meeting Date	Budget Agenda Item
September 1, 2016	Council Workshop on the Proposed Budget Second Public Hearing on the Tax Rate Public Hearing on the Annual Budget
September 8, 2016	Council Workshop on the Proposed Budget
September 15, 2016	Adoption of the Annual Program of Services (Budget) Adoption of the Tax Rates and Tax Rolls

RECOMMENDATION

City Council Regular and Workshop Session

Meeting Date: 09/01/2016

Title: Proclamation - National Payroll Week

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Proclamation proclaiming National Payroll Week.

AGENDA ITEM SUMMARY/BACKGROUND

The American Payroll Association represents approximately 11 million residents in our state and their employers. These taxpayers and businesses contribute millions of dollars to the state and federal treasuries through payroll taxes each year. These taxes include both federal and state withholding, which go toward important civic projects, including roads, schools and parks. Taxpayers and payroll professionals are also partners in supporting the social security and Medicare systems. In addition, companies are now playing an increasingly important role in the enforcement of child support laws by calculating and deducting child support payments from workers' pay.

The theme of National Payroll Week this year is "America works because we're working for America." The collection, reporting and payment of payroll taxes by employers is a positive example of what works in America. Your support of Payroll Week would be an important step in recognizing and celebrating the contributions of workers in the United States and the payroll professionals who report these workers' earnings collect their taxes and pay their wages. We believe the proclamation of Payroll Week in Corinth will enhance the public's understanding of their role in helping support the system and the contributions of payroll professionals.

RECOMMENDATION

N/A

Attachments

Proclamation



PROCLAMATION

Whereas the American Payroll Association and its 21,000 members have launched a nationwide public awareness campaign that pays tribute to the more than 156 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 \$15 billion 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 non-custodial 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, I hereby given additional support to the efforts of the people who work in Corinth, Texas and of the payroll profession by proclaiming the first full week of September Payroll Week for this Corinth, Texas.

Bill Heidemann, Mayor
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 09/01/2016

Title: Denton Co. IT Maintenance Contract

Submitted For: Curtis Birt, Chief

Submitted By: Curtis Birt, Chief

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance with Denton County.

AGENDA ITEM SUMMARY/BACKGROUND

The proposed Interlocal Agreement is for Fiscal Year 2016-17 beginning October 1, 2016 and terminating on September 30, 2017. The agreement covers technology support, maintenance and software license costs of dispatch related software and equipment. This is for the Mobile Computers for connection to the Computer Aided Dispatch system and Firehouse, the fire departments reporting software. The total annual cost of the agreement is \$4071.60.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement for Public Safety Application Support and Maintenance.

Attachments

ILA LCFD IT



Isaac White, Application Support Manager

July 28, 2016

Chief Birt
Lake Cities Fire Department
3101 S. Garrison Rd.
Corinth, TX 76210

Dear Chief Birt:

Thank you for your participation in the Denton County Public Safety Consortium. Denton County strives to provide high levels of support and to facilitate interagency coordination.

Over this last few years we have increased our internet bandwidth making the software run faster. We are also hosting quarterly conference calls for better cross agency communication, decision making and software training.

Any agency who participates at the Enhanced Support level is welcome to register for any of the other classes Technology Services offers. The latest schedule can be found at the following website dentoncounty.com/training.

Each agency is responsible for payment of all maintenance costs on software currently in use by the agency. Payment may be made either directly to the software manufacturer or as a reimbursement to the County for maintenance paid on the agency's behalf. Enhanced Support fees and any maintenance cost reimbursements are detailed on Exhibit B.

Please return signed agreements to:
Isaac White
Denton County Technology Services
701 Kimberly Drive, Suite 285
Denton, TX 76208

Please review the attached ICA and SLA. If you have any questions, please do not hesitate to call or email me. When you are ready to proceed, please have the ICA approved and signed by your agency and return two (2) signed originals to me. Please make sure you select the desired level of support on the signature page. Upon approval of the ICA, we will send you an invoice for the appropriate fees.

The Denton County Technology Services Team looks forward to working with you and your agency. Together we will improve public safety in Denton County.

Sincerely,

Isaac White

STATE OF TEXAS §
 §
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT
FOR PUBLIC SAFETY APPLICATION SUPPORT AND
MAINTENANCE

This Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance, hereinafter referred to as “Agreement”, is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the “County”, and

Name of Agency: Lake Cities Fire Department / City of Corinth hereinafter referred to as “Agency”.

WHEREAS, County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, County and Agency agree that the utilization of combined support and maintenance of public safety systems will be in the best interests of both County and Agency,

WHEREAS, County and Agency desire to maximize the value in the utilized public safety applications to improve public safety and law enforcement throughout Denton County,

WHEREAS, County and Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, County and Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. PURPOSE. The Denton County Department of Technology Services has the resources to provide public safety application support service throughout Denton County. Agency wishes to utilize County’s available public safety application support services (“Services”) during the term of this agreement.

2. TERM OF AGREEMENT. The term of this Agreement shall be for a one year period beginning **October 1, 2016** and ending on **September 30, 2017**. Agency may select the desired level of support (either Basic or Enhanced) for each term of Agreement.

3. TERMINATION OF AGREEMENT. Either party may terminate this agreement, with or without cause, after providing sixty (60) days written notice to the other party.

4. BASIC SUPPORT. Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to receive basic support (as defined in [Exhibit “A”](#) – Service Level Agreement) from County at no additional cost.

5. ENHANCED SUPPORT. Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to select optional enhanced support (as defined in [Exhibit “A”](#) – Service Level Agreement) from County.

5.1 If this Agreement is terminated prior to the expiration of the term of Agreement, County shall send a pro-rated refund of the optional enhanced support fees back to Agency based on the amount of time left on the original agreement term.

5.2 In the initial term of Agreement, Enhanced Support services will begin in January 2015 and will be pro-rated for 9 months of services. In future years the Enhanced Support services will begin in October. Before January 2015, participating agencies will automatically receive Basic Support services.

5.3 Agency shall pay to County the Total Amount more fully described on [Exhibit “B”](#).

6. SOFTWARE LICENSES AND MAINTENANCE. “Software” shall be defined as supported applications as described in [Exhibit “A”](#) – Service Level Agreement. Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be responsible for its own Software licenses and maintenance.

6.1. Agency is responsible for purchasing any new Software licenses required by Agency.

6.2. Agency is responsible for payment of all maintenance fees on Software currently in use by Agency. Payment may be made either directly to the software manufacturer or as a reimbursement to County for maintenance paid on Agency’s behalf. Maintenance fees that are paid by County on behalf of Agency are described in [Exhibit “B”](#). County will work with Agency and software manufacturer to transfer Agency specific maintenance costs to bill directly to Agency (instead of billing to County and requiring reimbursement from Agency).

6.3 If this Agreement is terminated prior to the expiration of the term of Agreement, maintenance fees already paid to the software manufacturer are not eligible for refund.

7. COUNTY SERVICES AND RESPONSIBILITIES. County agrees to provide the following services and responsibilities:

7.1 County shall provide either Basic Support Services or Enhanced Support Services as more fully described on [Exhibit “A”](#) based on Agency’s selection.

7.2 If applicable, County shall provide any mutually agreed Additional Agency Specific Services as more fully described on [Exhibit “A”](#).

7.3 County shall have the sole discretion as to the method of providing the Services and shall be the sole judge as to the most expeditious and effective manner of handling and responding to service requests. County will devote sufficient time to insure the performance of all duties and obligations set forth herein.

8. AGENCY RESPONSIBILITIES. Agency agrees to the following responsibilities:

- 8.1 Furnish County with a current list of key contacts including an IT coordinator contact on page 1 of [Exhibit "A"](#).
- 8.2 Except as otherwise specifically provided by County Services and Responsibilities (in section 7 above), Agency is responsible for the costs and upgrades associated with maintaining all Agency computer equipment, network equipment, and software.
- 8.3 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
- 8.4 Agency shall select the desired level of support (either Basic or Enhanced) on the signature page to this Agreement.
- 8.5 Agency is responsible for sending payments to County (Denton County Auditor, Attn: Public Safety Application Support & Maintenance, 401 W. Hickory St, Ste 423, Denton, TX 76201) as more fully described in [Exhibit "B"](#) to this Agreement within 30 calendar days of approval of Agreement.

9. AGREEMENT. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

10. AGREEMENT LIASONS. Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

11. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

12. AGENCY LIABILITY. Agency understands and agrees that Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of County. Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

13. COUNTY LIABILITY. County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of Agency. County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

14. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

15. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Service Level Agreement v1.0
Exhibit B	Cost Schedule for Maintenance and Enhanced Support

16. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

17. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Chief Information Officer (CIO) Denton County Technology Services 701 Kimberly Drive, Suite 285 Denton, Texas 76208
	3	Assistant District Attorney Denton County Criminal District Attorney's Office 1450 E. McKinney Street, 3 rd Floor PO Box 2344 Denton, Texas 76202

Name of Agency:	Lake Cities Fire Department
Contact Person	Curtis Birt, Fire Chief
Address	3101 S. Garrison
City, State, Zip	Corinth, Texas 76210
Telephone	940-321-2141

18. SEVERABILITY. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

19. THIRD PARTY. This Agreement is made for the express purpose of providing public safety application support and maintenance services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

20. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

21. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

22. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

23. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

DENTON COUNTY, TEXAS

AGENCY

Please select the desired support level:

Basic Support

-or-

Enhanced Support

Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Signature
Lee Ann Bunselmeyer
Acting City Manager
3300 Corinth Parkway
Corinth, Texas, 76208

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date:_____

Date:_____

Approved as to form:

Approved as to form:

Assistant District Attorney
Denton County Criminal District
Attorney's Office

Attorney for Agency



Version

Version	Date	Revision / Description
1.0	10/1/2014	Initial Version

Name of “Agency”

Lake Cities Fire Department /City of Corinth

Agency Locations

3101 S. Garrison, Corinth Texas 76210

Agency Contacts

Title	Name	Email	Phone
Agreement Liason	Curtis Birt	cbirt@lakecitiesfire.com	940-321-2141
IT Coordinator	Shea Rodgers	Shea.Rodgers@cityofcorinth.com	940-498-3200

Additional Agency Specific Services

--



County Contacts

Title	Name	Email	Phone
Agreement Liason & Application Support Manager	Isaac White	Isaac.White@dentoncounty.com	940-349-4357
Application Support Administrator	Cathy Stanley	Cathy.Stanley@dentoncounty.com	940-349-4357
Chief Information Officer	Kevin Carr	Kevin.Carr@dentoncounty.com	940-349-4500
Deputy Chief Information Officer	Brian King	Brian.King@dentoncounty.com	940-349-4500
Desktop Operations Manager	Shawn Buchanan	Shawn.Buchanan@dentoncounty.com	940-349-4357
Server Operations Manager	Ray Rose	Ray.Rose@dentoncounty.com	940-349-4357
Network Operations Manager	Don Click	Don.Click@dentoncounty.com	940-349-4357
HELP DESK		HelpDesk@dentoncounty.com	940-349-4357



Table of Contents

1. Service Overview	4
2. Service Description	4
2.1 Assumptions	4
2.2 Supported Applications	4
2.3 Available Services	5
3.1 County Responsibility	5
3.2 Agency Responsibility	6
4. Service Support	7
4.1 Requesting Service	7
4.2 Hours of Coverage	7
4.3 Incident and Request Response and Prioritization	7
4.4 Resolution	7
4.5 Service Escalation	7
4.6 Priority Levels	8
4.7 Priority level Determination	9
4.8 Service Level Measurements	9
4.9 Scheduled Maintenance	9
4.10 Unscheduled Maintenance	9
5. Customer Service Survey	10



1. Service Overview

This is a Service Level Agreement (“SLA”) between the Agency and the Denton County Department of Technology Services (“DTS”) to document:

- the technical services provided to the Agency;
- the general levels of response, availability, and maintenance associated with these services;
- the responsibilities of DTS as a provider of these services and of Agency users receiving services; and
- processes for requesting services.

2. Service Description

2.1 Assumptions

- An “Incident” is defined as any interruption in the normal functioning of a supported service or system. Incidents that cannot be legitimately resolved within the timeframe of this SLA or that do not have an available workaround, will become part of a Problem Management process.
- A “Request” is defined as any new service, a change to an existing service, or removal of an existing service.
- An “Inquiry” is defined as a request for information.
- Services will be provided in adherence to any related policies, processes and procedures.

2.2 Supported Applications

The following software applications will be supported:

- SunGard MCT/MFR
- ONESolution RMS
- OpCenter
- Police2Police, Police2Citizen
- Any additional SunGard applications purchased under the Denton County contract and made available to other agencies.
- FIREHOUSE Software



2.3 Available Services

Basic Support Services: Agencies that choose the Basic Support option will be provided the following services:

- Client support services will be provided through the software vendor.
- Remote access to county hosted systems for supported applications.
- Password resets during normal business hours.
- Software update notifications for supported applications.
- Maintenance and support of Site-to-Site connections for County owned equipment only.
- Participation in the Denton County Law Enforcement Portal (p2c.dentoncounty.com).
- Access to the OpCenter web site.

Enhanced Support Services: Agencies that choose the Enhanced Support option will be provided the following services:

- All services provided under Basic Support Services.
- Access to Help Desk after-hours support for critical business issues.
- Software update assistance for supported applications.
- Maintenance and support of the Site-to-Site connection for both County and Agency equipment.
- Access to Training classes for the supported applications provided by DTS as well as other DTS training services.

Additional Services: Agencies may negotiate additional services specific to their own agency. Additional agency specific services are included on the first page of this SLA in the “Additional Agency Specific Services” section.

3. Roles and Responsibilities

3.1 County Responsibility

County responsibilities and/or requirements in support of this Agreement include:

- Making best efforts to resolve problems (or find workarounds) within the expected completion times based on the priority for all incidents and requests. Completion times depend on a number of factors including complexity, the availability of the user, access to external resources such as software fixes, and the existence of a solution.
- Providing assistance with basic installation of software relating to the listed applications.
- Acting as the liaison with vendors or external resources for supported services.
- Maintaining and updating all county owned software and hardware required to provide Services for the Supported Applications.
- Generating annual reports on service level performance.
- Notifying agencies of all scheduled and unscheduled maintenance via e-mail notifications from the DTS Help Desk.
- The County is responsible for the costs and maintenance of all County computer equipment, network equipment, and software.
- Ensuring the security of the County computer systems and network.



- Preventing unauthorized access to Agency information.
- Maintaining regular backups of files and data stored on county owned equipment.

3.2 Agency Responsibility

Agency responsibilities and/or requirements in support of this Agreement include:

- Payment of all maintenance fees on software currently in use by the Agency.
- Payment of all support services selected by the Agency.
- Notifying the County of personnel changes in a timely manner.
- Making best effort for availability of user(s) when resolving a service related incident or request.
- Submitting requests for service to the Denton County Help Desk.
- Communicating plans, changes of needs, and problems to the County in a timely manner.
- Except as otherwise specifically provided by this SLA, the Agency is responsible for the costs and maintenance of all Agency computer equipment, network equipment, and software.
- Ensuring all Agency owned systems meet minimum requirements for the Supported Applications.
- Ensuring the security of the Agency computer systems and network.
- Preventing unauthorized access to County information.
- Maintaining regular backups of files and data stored on agency owned equipment.
- Designating an “Information Technology (IT) Coordinator” to ensure that these responsibilities are carried out and to serve as the primary contact person between the agency and DTS. For Agencies who use the SunGard RMS and/or have a Site-to-Site connection, the IT Coordinator will also be responsible for resetting user passwords for their agency utilizing the SMS application. Because agencies have different needs, IT resources, and levels of internal expertise, the needs and resources of a given agency may not require the IT Coordinator to have an extensive technical background.



4. Service Support

4.1 Requesting Service

- Contact the Denton County Help Desk by one of the options below. In order to ensure the fastest possible service, please do not send requests to a specific County employee. Except for emergencies, drop-ins should be scheduled through the Help Desk.
- Phone – Call 940-349-HELP (4357)
Phone service is available during normal hours of operation. Messages left outside of normal hours will be processed the next business day. An on-call technician will be available outside of normal hours for emergency calls only.
- Email - Helpdesk@dentoncounty.com
E-mail requests will be processed during regular business hours. Email requests can be sent 24 hours a day, 7 days a week.
- Information Technology (IT) Coordinator
Please contact your IT Coordinator for services not listed.

4.2 Hours of Coverage

Service is available during standard operating hours of 8:00am – 5:00pm Monday – Friday, except on County holidays.

4.3 Incident and Request Response and Prioritization

- Incoming Service Requests will fall into priority levels of 'Critical', 'Urgent', 'High', 'Medium', 'Normal' and 'Low'. These levels will be identified by type (incident, request for service or inquiry), urgency and impact of the Service Request. If the incident cannot be resolved during the initial call, a DTS technician will be contacted to further research the issue. For responses to Service Requests, the goal for DTS is to respond in a timely manner.

4.4 Resolution

- DTS will use reasonable efforts to resolve Service Requests that are within the control of DTS responsibilities. Circumstances beyond DTS control (waiting for parts, response from user, or third party involvement) will constitute a temporary suspension of the SLA clock until appropriate response, replacement parts or services have been received.

4.5 Service Escalation

- If you are not satisfied with the level of service on a request, contact your IT Coordinator or the Technical Services Manager of DTS. They will respond to you with the action taken or to develop a solution that meets your needs.



4.6 Priority Levels

- DTS provides service based on the following Priority Levels.

Priority Level Characteristics

Priority Level	Expected Completion Time	Description
Incident Levels (Standard Business Hours 8am – 5pm, Monday through Friday)		
Critical	8 hours 80% of the time. (Continued repair until operational)	<ul style="list-style-type: none"> An incident where systems are down or seriously impacted and/or products/services are unavailable. Normally a global issue or a large number of Agency users are being affected. There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way). <p>The commitment of incident management resources is critical.</p>
Urgent	1 business day 80% of the time.	<ul style="list-style-type: none"> Issues affecting a large number of users Requests that require immediate attention
High	2 business days 80% of the time.	<ul style="list-style-type: none"> The issue causes any Agency user to be unable to work or perform some significant portion of their job. Incidents where systems are degraded/unreliable; performance and/or legal agreements are at risk. There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way). <p>The commitment of incident management resources is high.</p>
Medium	3 business days 80% of the time.	<ul style="list-style-type: none"> An incident where performance and/or legal agreements may be degraded. The actual and potential business impact is low in terms of the user. (a few or less users are affected) The issue causes a Agency user to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.



		<ul style="list-style-type: none"> • A temporary workaround, alternative, or circumvention is available. <p>There is no commitment of incident management resources outside of business as usual.</p>
Normal	5 business days 80% of the time.	<ul style="list-style-type: none"> • An incident where performance and/or legal agreements are not at risk. The actual and potential business impact is minimal in terms of the user.
Low	10 days 80% of the time.	<ul style="list-style-type: none"> • The customer has requested a new service or information pertaining to a feature, system or service.

4.7 Priority level Determination

- Priority levels will be automatically determined by:
 - Service Request Type (incident, request for service or inquiry).
 - Impact (Single user, 2 -9 users or 10 or more users).
 - Urgency (**High** – User(s) is unable to work, **Medium** – User’s work is impacted, **Low** – A workaround can be implemented or a user’s ability to work is not greatly impacted.)

Priority Levels (Incidents)

	Single User	2 – 9 users	10+ Users
High	High	High	Urgent
Medium	Medium	High	High
Low	Normal	Medium	Medium

4.8 Service Level Measurements

- Service levels will be measured based on the overall service level targets for each agency broken out by Priority Levels (Critical, Urgent, High, Medium, Normal, Low). These targets are based on each priority’s expected completion times. Service level reports will be run on a yearly basis and reviewed by DTS and Agencies at that time. The minimum number of total Service Requests required to meet the SLA percentage for a given Priority Level will be 12 or more. If an agency has less than 12 SR’s in any given priority level then the overall weighted percentage will apply to that priority.

4.9 Scheduled Maintenance

- DTS plans scheduled maintenance windows each week (usually on Thursday evenings, starting at 7 p.m. until 7a.m., the next day) to maintain and increase the security, availability, and performance of the network and supported applications. DTS works to minimize or avoid any disruption to public safety agencies during the maintenance windows. Agencies will be notified if we are aware of an anticipated interruption to public safety systems. A notification reminder will be sent out the morning of the scheduled maintenance day with information about the maintenance being performed.

4.10 Unscheduled Maintenance



- Occasionally DTS may be required to interrupt services to Agency users due to unpredictable maintenance requirements that had not been previously planned but require prompt attention and must have action taken to allow for system restoration and protection of county resources. When possible, email notification will be sent 24 hours, or more, prior to maintenance specifying the work to be performed.

5. Customer Service Survey

5.1 Survey Form

- Upon closure of a Service Request, Agency employees will receive a link to the Customer Satisfaction Survey. These surveys are important in gauging work quality within DTS and help improve customer service.

5.2 Customer Satisfaction Survey Ratings – Detailed Definitions

Technician went beyond what was required

- Quality of work is exceptional; performance far exceeds the needed requirement to fulfill the request.
- Quick to respond. Receptive to needs and was able to understand the request with informative questioning.
- The resolution was much faster than expected.
- Communication was frequent throughout the entire process and updates during the progress and upon finding a solution were completely understandable.
- Actions were taken quickly and an optimal solution was found.
- Technician showed an ability to quickly understand the request and utilized their skills to the fullest.
- Technician went out of their way in providing support.

Excellent

- Quality of work is excellent and an extra effort was taken in fulfilling the request.
- Quick response in initial contact. Receptive and willing to help.
- The resolution was faster than expected.
- Technician made sure to communicate status as well as inform user of solution.
- Technician went out of their way to properly resolve the issue.
- Technician came up with a solution to allow minimal interruption to the user.
- Technician took a complete interest in helping.

Satisfied

- Quality of work is acceptable.
- Initial contact was cordial and responsive to my needs.
- Has demonstrated the ability to handle the Service Request within an appropriate timeframe.
- Communicated the status as well as resolution.
- Solution met the requirement needed to resolve the issue.
- Performed the task with the proper technical skills and expertise.
- Technician was thorough in taking care of the Service Request.

Needs Improvement

- Quality of work is poor.

- Access to help was time consuming.
- Technician did not demonstrate the ability to handle issue within an appropriate timeframe.
- Poor communication. Issues were not explained or understood.
- Questionable resolution.
- Technician seemed unconfident with ability.
- Lack of interest, only helpful enough to get the task completed.

Dissatisfied

- Failed to meet expectations.
- Little or no response to requests.
- Issue persists.
- Little or no communication during work being done.
- No progress was made in response to corrective action.
- There is a definite lack of ability and/or willingness.
- Technician was rude.

Not Applicable

- Question being asked does not pertain to the request

Application	Maint Amt	Qty	Total
OSSI MCT Client for Digital Dispatch	\$ 120.56	10	\$ 1,205.60
OSSI Mobile Client Maps	\$ 24.30	10	\$ 243.00
OSSI Client AVL Mobile License	\$ 18.17	10	\$ 181.70
FH Enterprise CAD Monitor	\$ 185.00	1	\$ 185.00
FH Enterprise Users	\$ 219.45	6	\$ 1,316.70
Total Maintenance Fees to be reimbursed to County			\$ 3,132.00
Optional Enhanced Support Fees			\$ 939.60
Total Maintenance + Optional Enhanced Support			\$ 4,071.60

City Council Regular and Workshop Session

Meeting Date: 09/01/2016

Title: TXU/Oncor Franchise Fee Agreement Extension

Submitted For: Lee Ann Bunselmeyer, Acting City Manager

Submitted By: Caryn Riggs, Assistant Director

Finance Review: Yes

Legal Review: Yes

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on an Ordinance amending a City Franchise Ordinance dated February 4, 1961, as amended, which grants a franchise to Oncor Electric Delivery Company LLC, successor in interest to Texas Power & Light Company, by extending the term and providing for its renewal; further providing that this Ordinance is cumulative; finding and determining that the meeting at which this ordinance is adopted is open to the public as required by law; providing an effective date; and providing for acceptance by Oncor Electric Delivery Company LLC.

AGENDA ITEM SUMMARY/BACKGROUND

On February 4, 1961, the City Council adopted a franchise fee agreement with TXU/Oncor for a period of 50 years. On August 3, 2006, the City Council approved an ordinance amending the existing franchise fee agreement with TXU/Oncor. The amended ordinance extended the original term of the agreement to January 31, 2016. On October 29, 2015, the City Council approved an ordinance extending the franchise fee agreement to January 31, 2017.

By City Charter, any ordinance to grant, renew, extend or amend a franchise shall take effect within 60 days after the adopting of the ordinance granting the franchise. The proposed ordinance will extend the current agreement to January 31, 2022. The agreement shall be automatically renewed for an additional period of six (6) months from such expiration and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

RECOMMENDATION

Staff recommends approval of the extension of the TXU/Oncor franchise fee ordinance.

Fiscal Impact

Source of Funding: Franchise Fees

FINANCIAL SUMMARY:

The City currently receives approximately \$540,000 annually in franchise fee payments from TXU/Oncor.

Attachments

Franchise Extension Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING A CITY FRANCHISE ORDINANCE DATED FEBRUARY 4, 1961, AS AMENDED, WHICH GRANTS A FRANCHISE TO ONCOR ELECTRIC DELIVERY COMPANY LLC, SUCCESSOR IN INTEREST TO TEXAS POWER & LIGHT COMPANY, BY EXTENDING THE TERM AND PROVIDING FOR ITS RENEWAL; FURTHER PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ACCEPTANCE BY ONCOR ELECTRIC DELIVERY COMPANY LLC

WHEREAS, on February 4, 1961 the City Council adopted a Franchise Ordinance, an ordinance granting Oncor Electric Delivery Company LLC (“**Oncor**” or “**Company**”), successor in interest to Texas Power & Light Company, a franchise for a period of fifty (50) years and amended on August 3, 2006 by Ordinance No. 06-08-03-19 for an additional period of five (5) years, and then amended on October 29, 2015 by Ordinance No. 15-10-29-22 to expire on January 31, 2017, to use and occupy the present and future streets, avenues, alleys, highways, public property, public ways and utility easements (Public Rights-of-Way) within the City of Corinth, Texas (the “**City**”) for the purpose of constructing, extending, maintaining, using and operating an electric utility system of poles, lines, wires, towers, anchors, cables, manholes, underground conduits, transmission lines, telegraphic and telephone lines for Company’s own use, and other structures and appurtenances necessary for the delivery of electricity to customers located in the City, (collectively, the “**Franchise**”) and;

WHEREAS, the Ordinance dated February 4, 1961, as amended by Ordinance No. 06-08-03-19, and Ordinance No. 15-10-29-22, expires on January 31, 2017; and

WHEREAS, the City and Oncor wish to extend the term of the current Franchise Ordinance for an additional (5) years;

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

Section 1. The extension to the term of the Franchise Ordinance dated February 4, 1961 (as amended by Ordinance No. 06-08-03-19 and then Ordinance No. 15-10-29-22) of the City of Corinth, Texas until January 31, 2022, is hereby approved and agreed to by Oncor and the City of Corinth, Texas; provided that, unless written notice of cancellation is given by either party hereto to the other not less than sixty (60) days before the January 31, 2022 expiration of this Franchise amendment, it shall be

automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

Section 2. In all respects, except as specifically and expressly amended by this Ordinance, the Franchise shall remain in full force and effect according to its terms in the Franchise until the Franchise expires or otherwise terminates in accordance with the provisions of this Ordinance.

Section 3. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court or regulatory agency of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

Section 4. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given by City as required.

Section 5. This Ordinance shall be in full force and effect following (i) its adoption by City; and (ii) Company filing its written acceptance of this Ordinance with the City Secretary's office within sixty (60) calendar days following adoption of this Ordinance by City.

APPROVED ON THE 1st AND FINAL READING BY THE CITY COUNCIL OF CORINTH, TEXAS on this the _____ day of _____, 2016.

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM & LEGALITY:

City Attorney

City Council Regular and Workshop Session

Meeting Date: 09/01/2016
Title: Annual Mowing Contract Bid Award
Submitted For: Cody Collier, Acting Director
Submitted By: Cody Collier, Acting Director
Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on a contract for Right-of-way Mowing and Maintenance Services with DD Commercial Landscape Management.

AGENDA ITEM SUMMARY/BACKGROUND

In 2013, the City of Corinth contracted with Denton Lawn and Sprinkler to perform right of way mowing for the City at a unit cost of \$.0225 per square yard. Since the original contract, two amendments adding additional right of way were approved by the City Council. The current contract with Denton Lawn and Sprinkler expires on September 30, 2016.

On July 12, 2016 the City published a Request for Proposal for Right of Way Mowing/Maintenance Services for 196,210 square yards that closed on August 4, 2016. Four vendors submitted proposals: WCD Enterprises (\$119,688.52), DD Commercial Landscape (\$71,419.60), Denton Lawn Sprinkler, Inc. (\$123,613.28) and Blue Daze Lawn Specialists (\$98,395.36). A complete bid tabulation sheet is attached for your review.

DD Commercial Landscape was the low bidder at \$71,419.60. Staff verified three of the listed references with active contracts: City of Denton (1 year into contract), City of Sanger (2 years into contract), and City of Mesquite (3 years into contract). All three cities gave outstanding reviews.

The proposed contract is for a term beginning October 1, 2016 through September 30, 2017 with the option to renew for two additional years. Additionally the contract is for a unit price of \$.013 per square yard.

RECOMMENDATION

Staff recommends approval of DD Commercial Landscape as the successful low bidder for right of way maintenance for the City of Corinth and authorization for the City Manager to execute a contract between the two parties effective October 1, 2016.

Attachments

- Bid Tabulation Form
- Mowing Areas Cover
- Mowing Areas
- Mowing/Maintenance Contract
- Bid

ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

8/4/2016

			VENDOR		VENDOR		VENDOR		VENDOR	
			WCD Enterprises		DD Commercial Landscape		Denton Lawn Sprinkler Inc.		Blue Daze Lawn Specialists	
			Scottsdale, AZ		Dallas, Tx		Denton, TX		Denton, TX	
No.	Description	Est. Qty. Sq. Yd.	Single Maint. Cost	Extended Amt. - Est. 28 mowings/yr	Single Maint. Cost	Extended Amt. - Est. 28 mowings/yr	Single Maint. Cost	Extended Amt. - Est. 28 mowings/yr	Single Maint. Cost	Extended Amt. - Est. 28 mowings/yr
1	Area 1 - Mowing, edging, trimming, and blowing/clipping removal as specified	27,110	\$590.61	\$16,537.08	\$352.43	\$9,868.04	\$609.98	\$17,079.44	\$485.54	\$13,595.12
2	Area 2 - Mowing, edging, trimming, and blowing/clipping removal as specified	12,564	\$273.72	\$7,664.16	\$163.33	\$4,573.24	\$282.69	\$7,915.32	\$225.02	\$6,300.56
3	Area 3 - Mowing, edging, trimming, and blowing/clipping removal as specified	33,534	\$730.56	\$20,455.68	\$435.94	\$12,206.32	\$754.52	\$21,126.56	\$600.59	\$16,816.52
4	Area 4 - Mowing, edging, trimming, and blowing/clipping removal as specified	14,290	\$311.32	\$8,716.96	\$185.77	\$5,201.56	\$321.53	\$9,002.84	\$255.93	\$7,166.04
5	Area 5 - Mowing, edging, trimming, and blowing/clipping removal as specified	14,846	\$323.43	\$9,056.04	\$192.99	\$5,403.72	\$334.04	\$9,353.12	\$265.89	\$7,444.92
6	Area 6 - Mowing, edging, trimming, and blowing/clipping removal as specified	4,741	\$103.29	\$2,892.12	\$61.63	\$1,725.64	\$106.67	\$2,986.76	\$84.91	\$2,377.48
7	Area 7 - Mowing, edging, trimming, and blowing/clipping removal as specified	30,150	\$656.84	\$18,391.52	\$391.95	\$10,974.60	\$678.38	\$18,994.64	\$539.99	\$15,119.72
8	Area 8 - Mowing, edging, trimming, and blowing/clipping removal as specified	4,210	\$91.72	\$2,568.16	\$54.73	\$1,532.44	\$94.73	\$2,652.44	\$75.40	\$2,111.20
9	Area 9 - Mowing, edging, trimming, and blowing/clipping removal as specified	25,326	\$551.75	\$15,449.00	\$329.23	\$9,218.44	\$569.84	\$15,955.52	\$453.59	\$12,700.52
10	Area 10 - Mowing, edging, trimming, and blowing/clipping removal as specified	16,308	\$355.28	\$9,947.84	\$212.00	\$5,936.00	\$366.93	\$10,274.04	\$292.08	\$8,178.24
11	Area 11 - Mowing, edging, trimming, and blowing/clipping removal as specified	5,144	\$112.07	\$3,137.96	\$66.87	\$1,872.36	\$115.74	\$3,240.72	\$92.13	\$2,579.64
12	Area 12 - Mowing, edging, trimming, and blowing/clipping removal as specified	7,987	\$174.00	\$4,872.00	\$103.83	\$2,907.24	\$179.71	\$5,031.88	\$143.05	\$4,005.40
	TOTAL BID			\$119,688.52		\$71,419.60		\$123,613.28		\$98,395.36
	Signed proposal		Yes		Yes		Yes		Yes	
	Addendum #1		Yes		Yes		Yes		Yes	

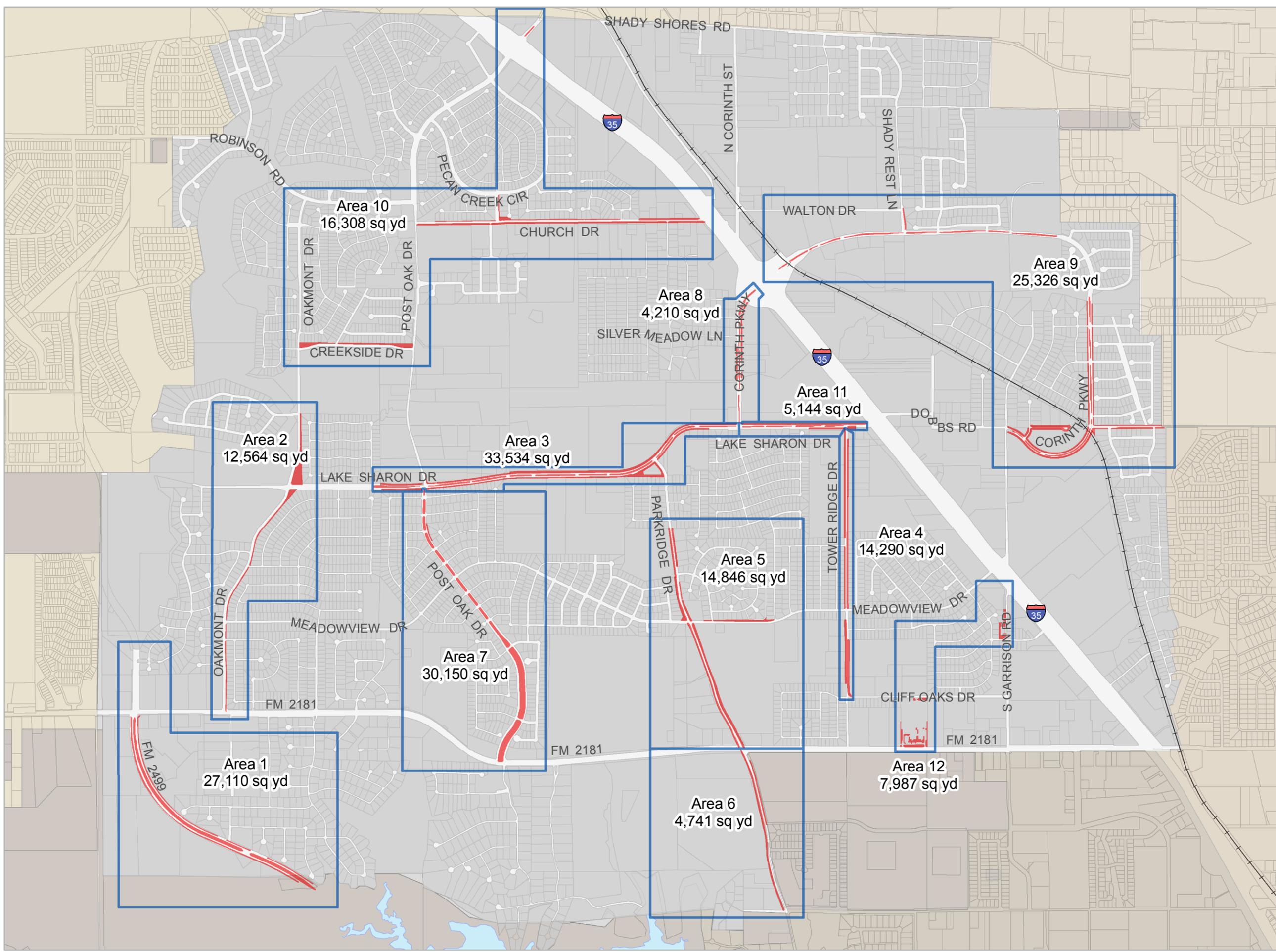
**In case of calculation error, unit pricing shall prevail.

This sheet contains preliminary, unaudited proposal information. Proposals are in the evaluation process.

City of Corinth

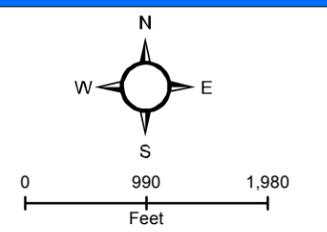
Mow Contract

Total R.o.W.
to be mowed
196,210 sq. yd.



Legend

- █ Area to be Mowed
- Mow Calculation Areas



Area 1

27,110 sq yd



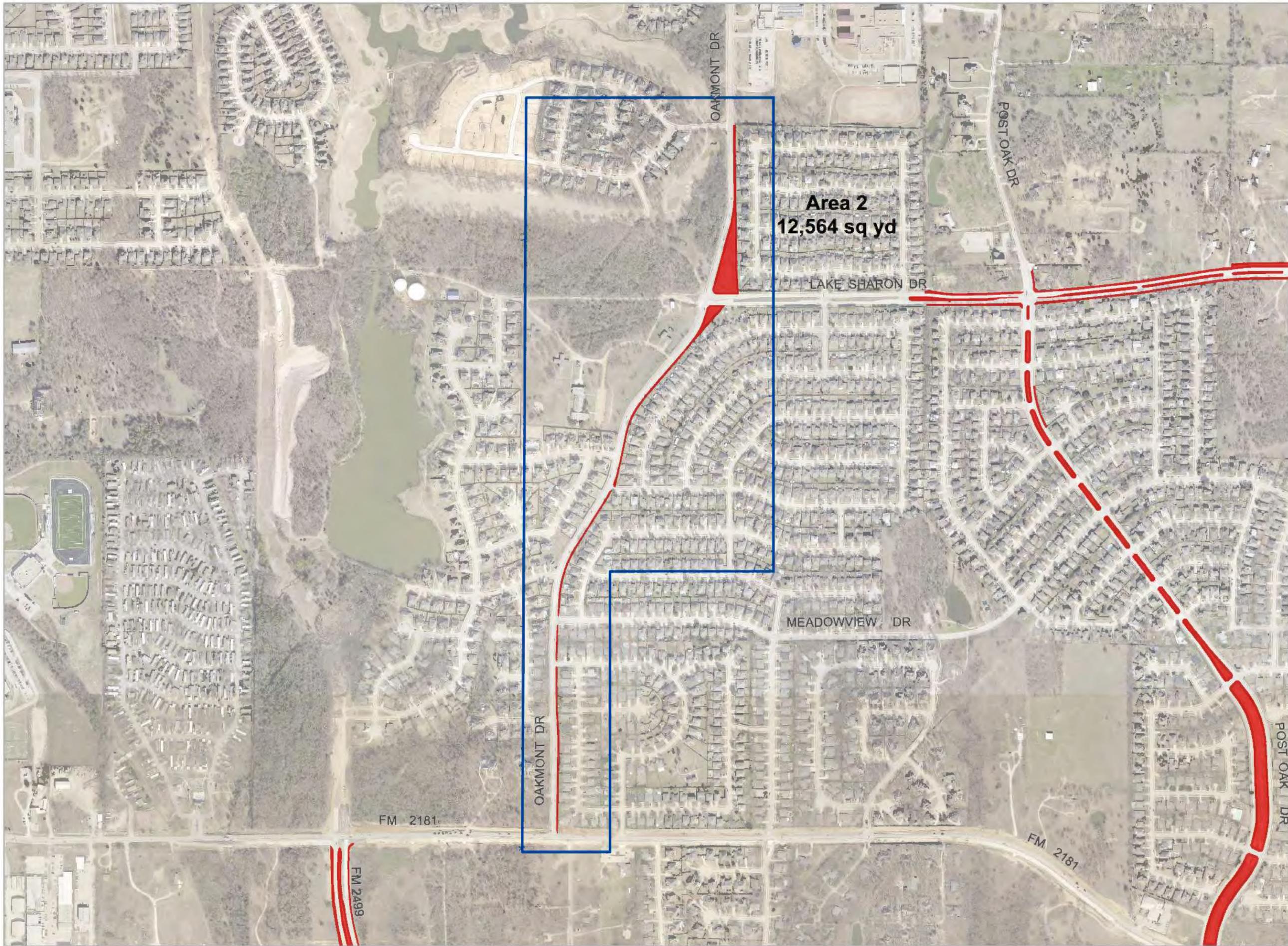
Legend

-  Current Mow Calculation Area
-  Area to be Mowed



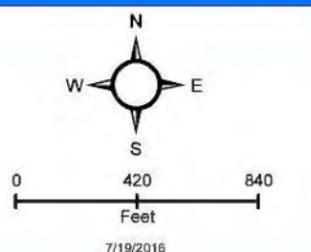
Area 2

12,564 sq yd



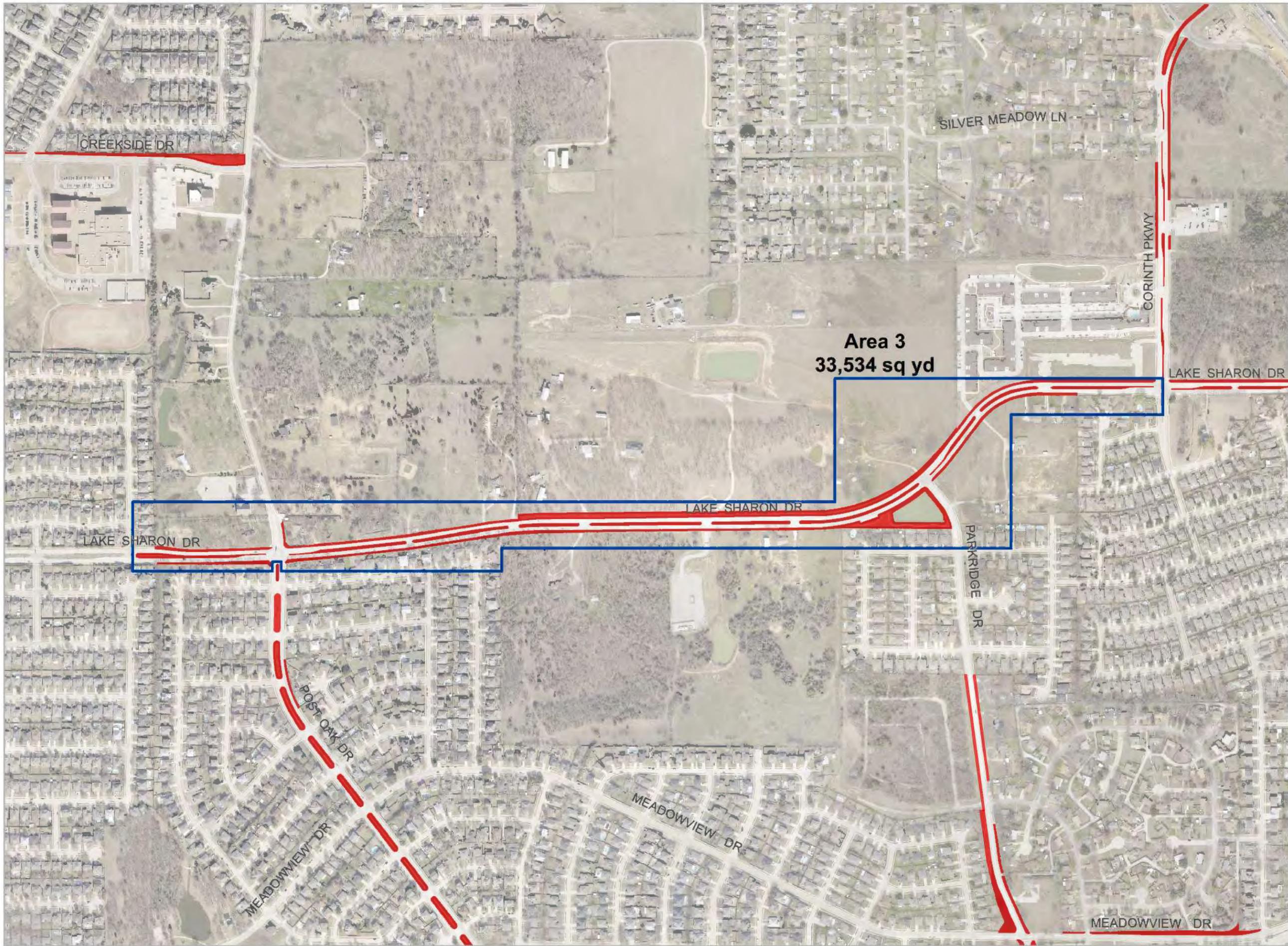
Legend

-  Current Mow Calculation Area
-  Area to be Mowed



Area 3

33,534 sq yd



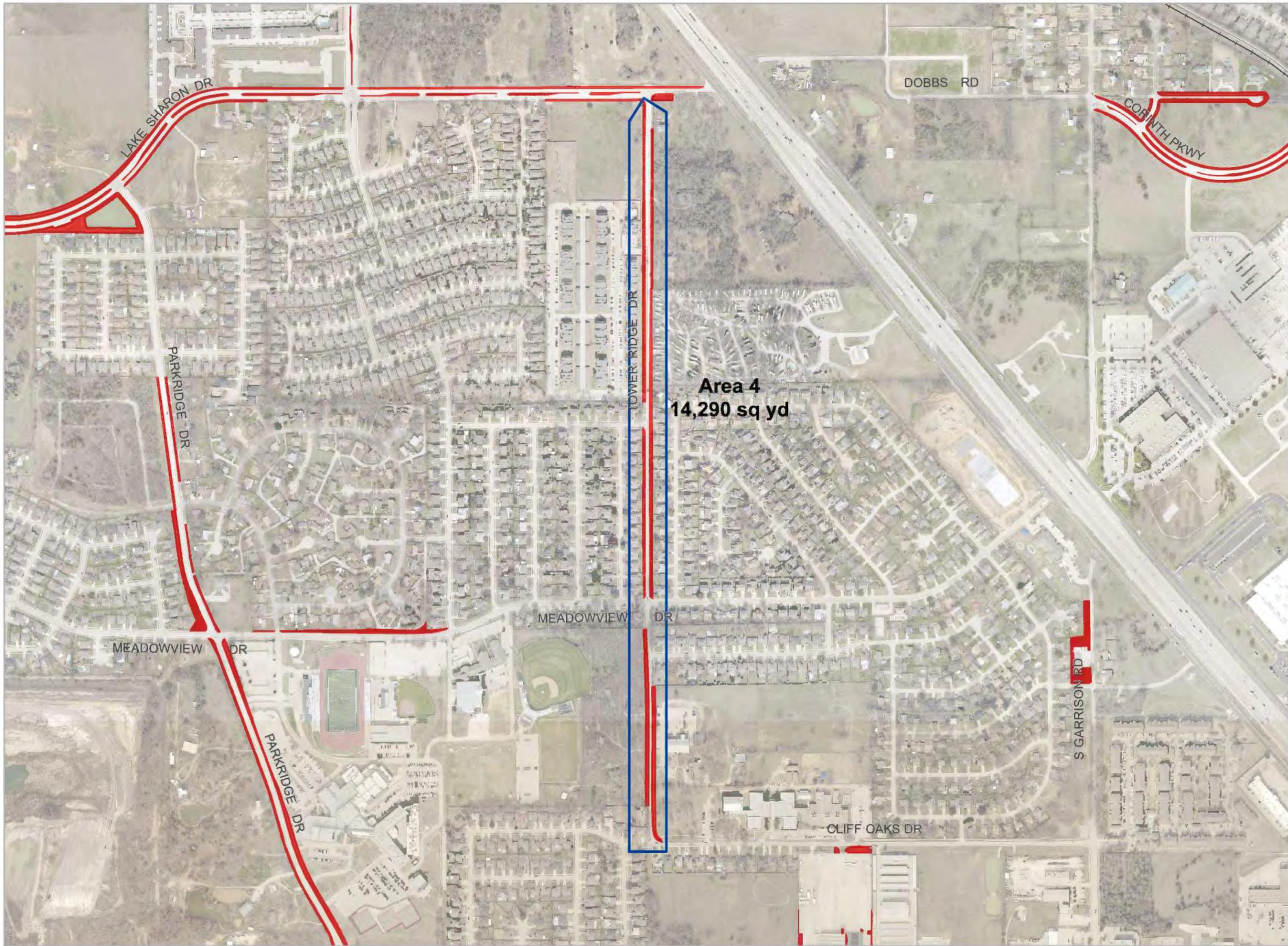
Legend

-  Current Mow Calculation Area
-  Area to be Mowed



Area 4

14,290 sq yd



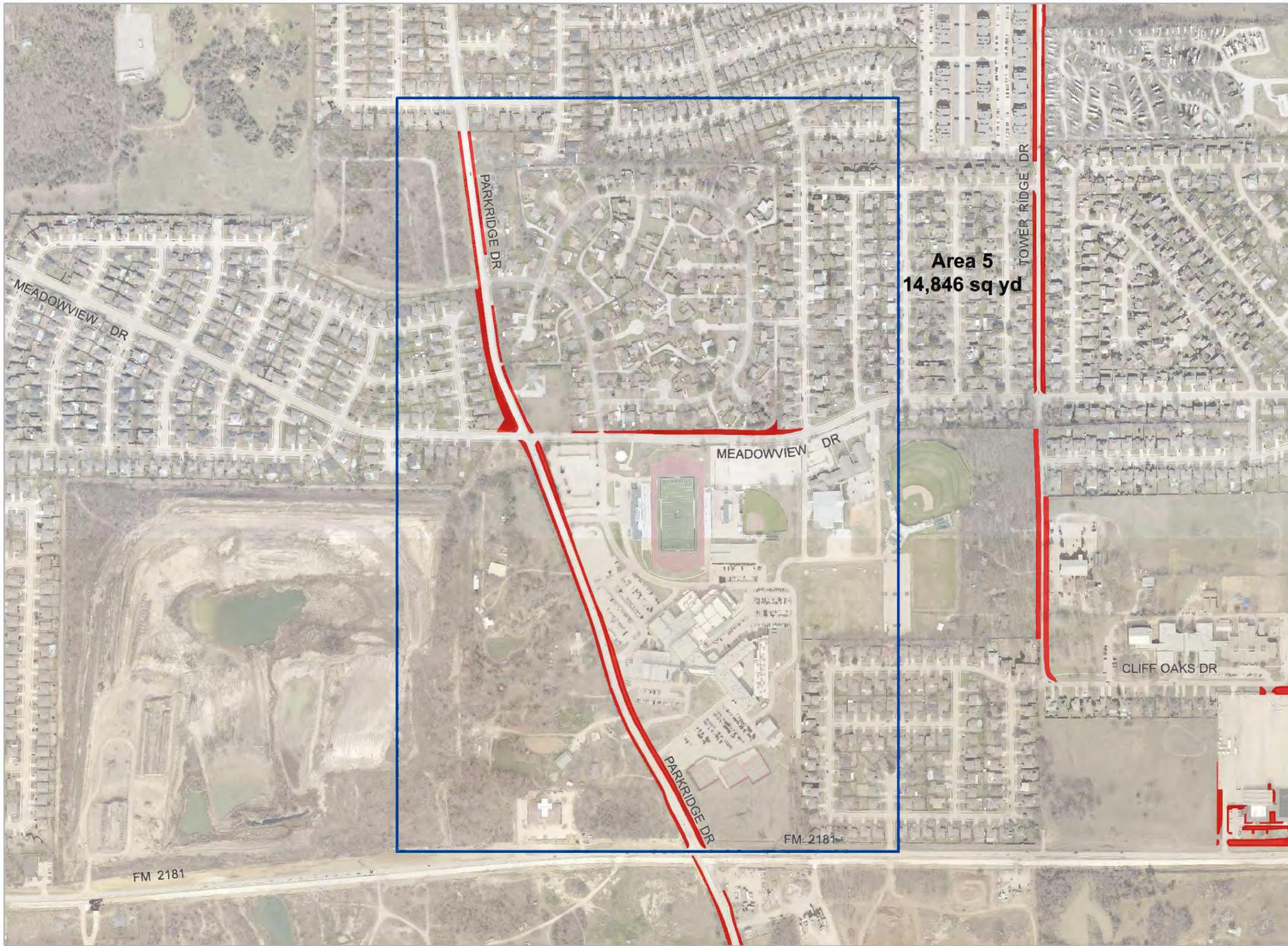
Legend

-  Current Mow Calculation Area
-  Area to be Mowed



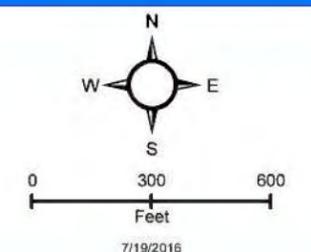
Area 5

14,846 sq yd



Legend

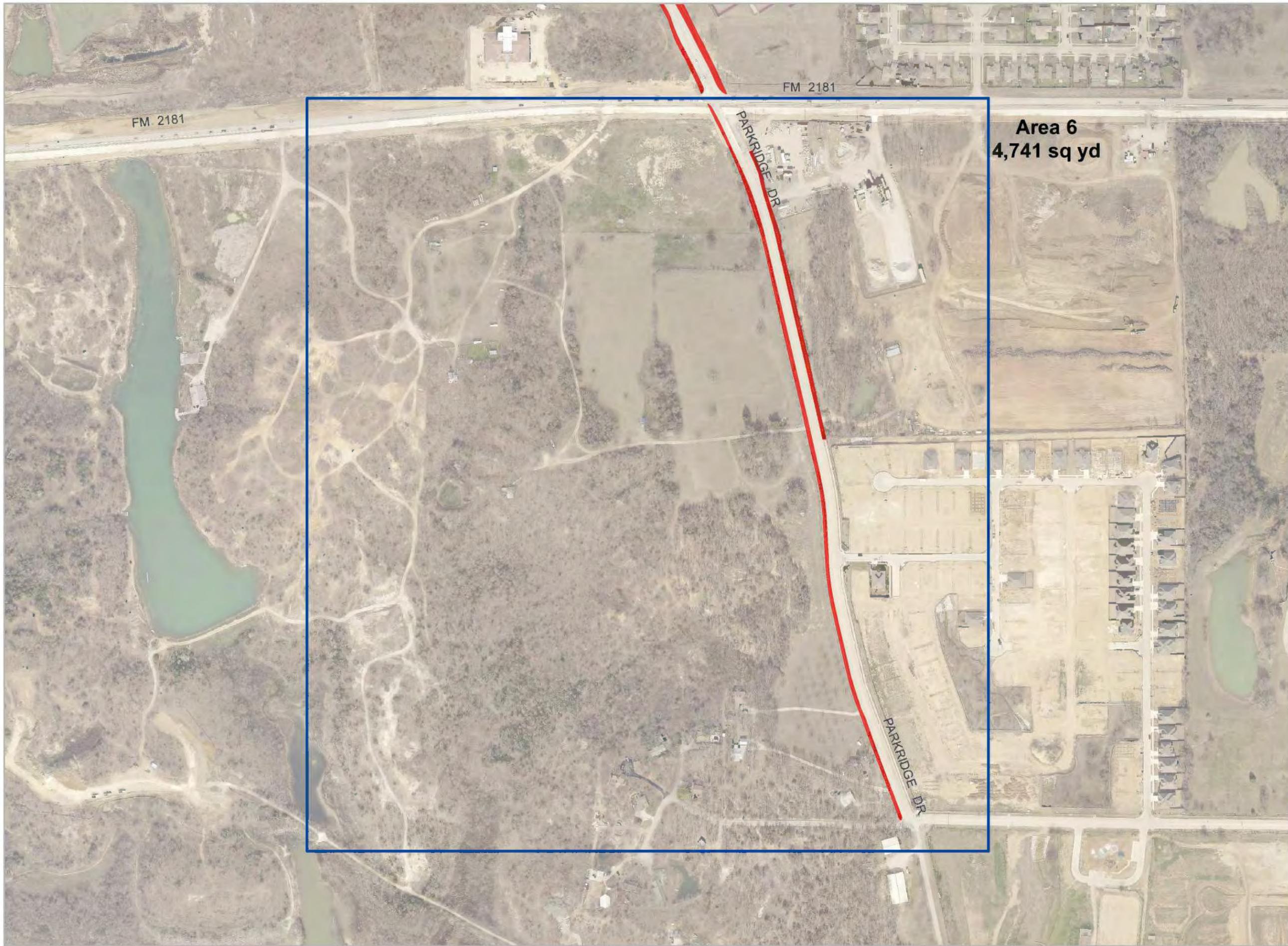
-  Current Mow Calculation Area
-  Area to be Mowed



Area 6

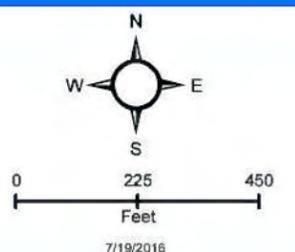
4,741 sq yd

Area 6
4,741 sq yd



Legend

-  Current Mow Calculation Area
-  Area to be Mowed



Area 7

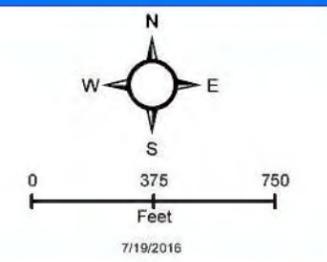
30,150 sq yd



Area 7
30,150 sq yd

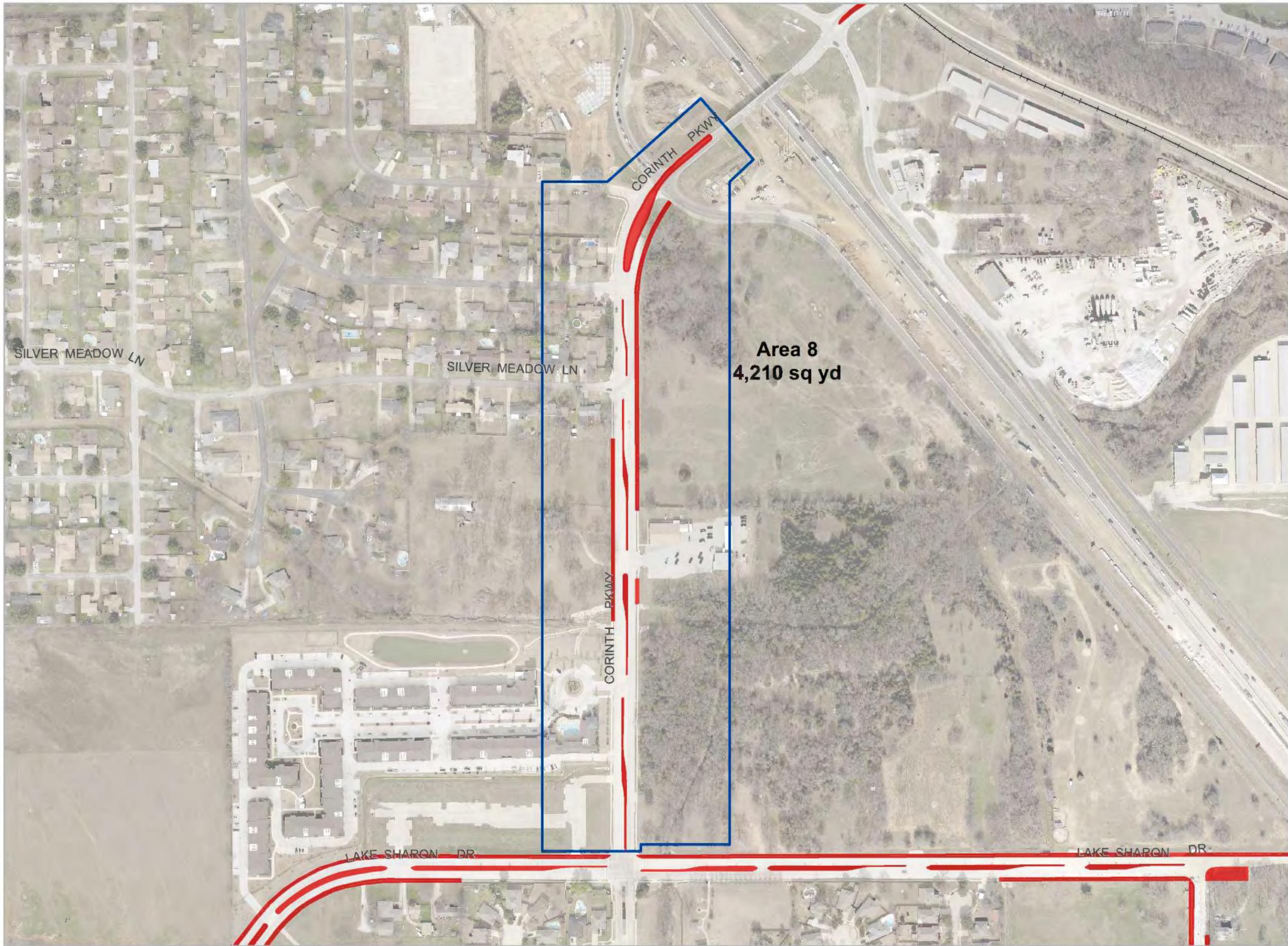
Legend

-  Current Mow Calculation Area
-  Area to be Mowed



Area 8

4,210 sq yd



Area 8
4,210 sq yd

Legend

-  Current Mow Calculation Area
-  Area to be Mowed



Area 9
25,326 sq yd

Area 9

25,326 sq yd



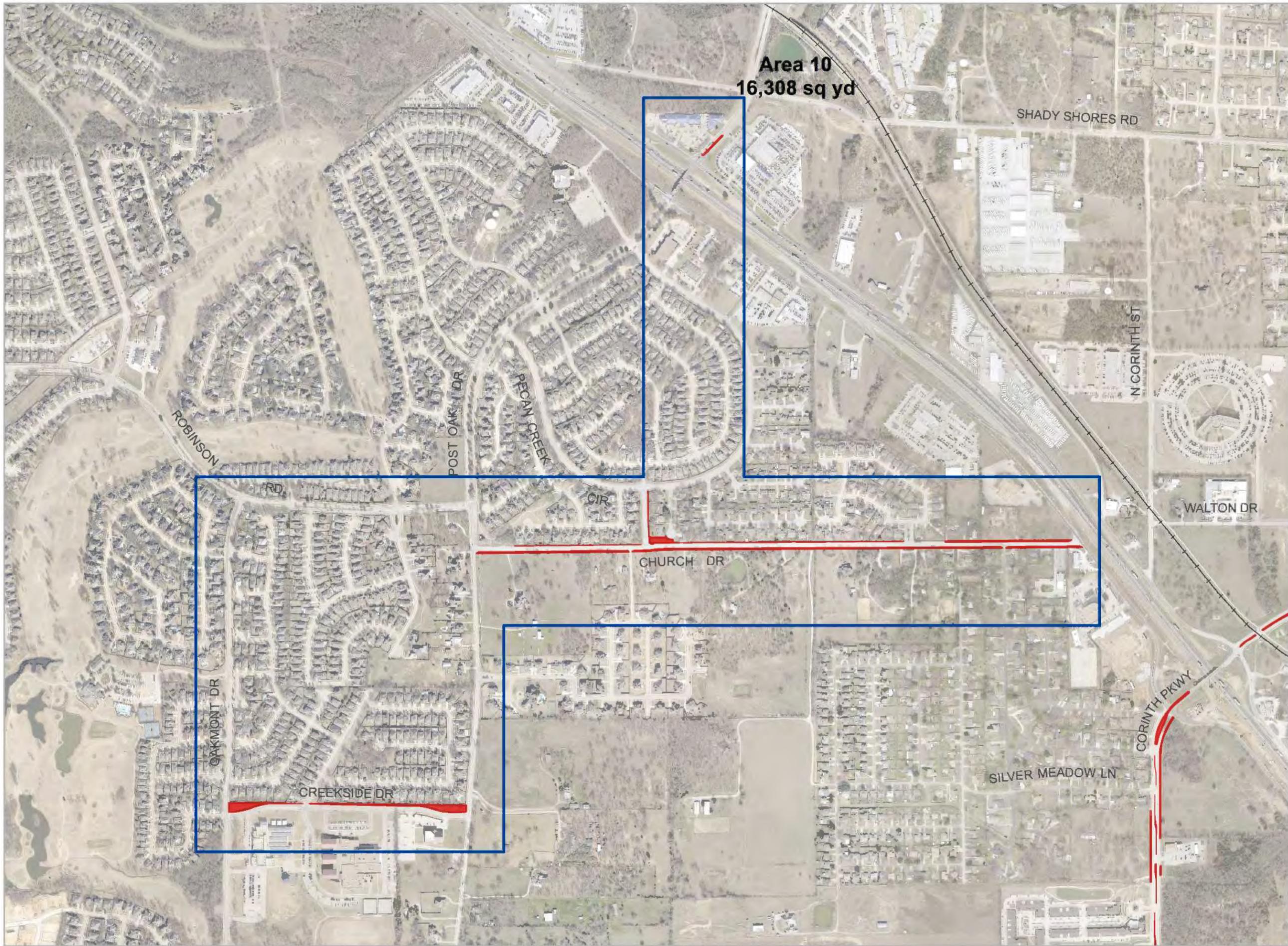
Legend

-  Current Mow Calculation Area
-  Area to be Mowed



Area 10

16,308 sq yd



Legend

-  Current Mow Calculation Area
-  Area to be Mowed



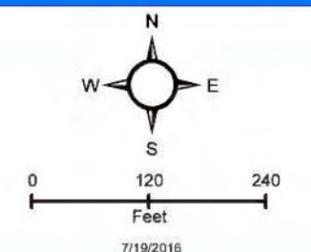
Area 11

5,144 sq yd



Legend

-  Current Mow Calculation Area
-  Area to be Mowed

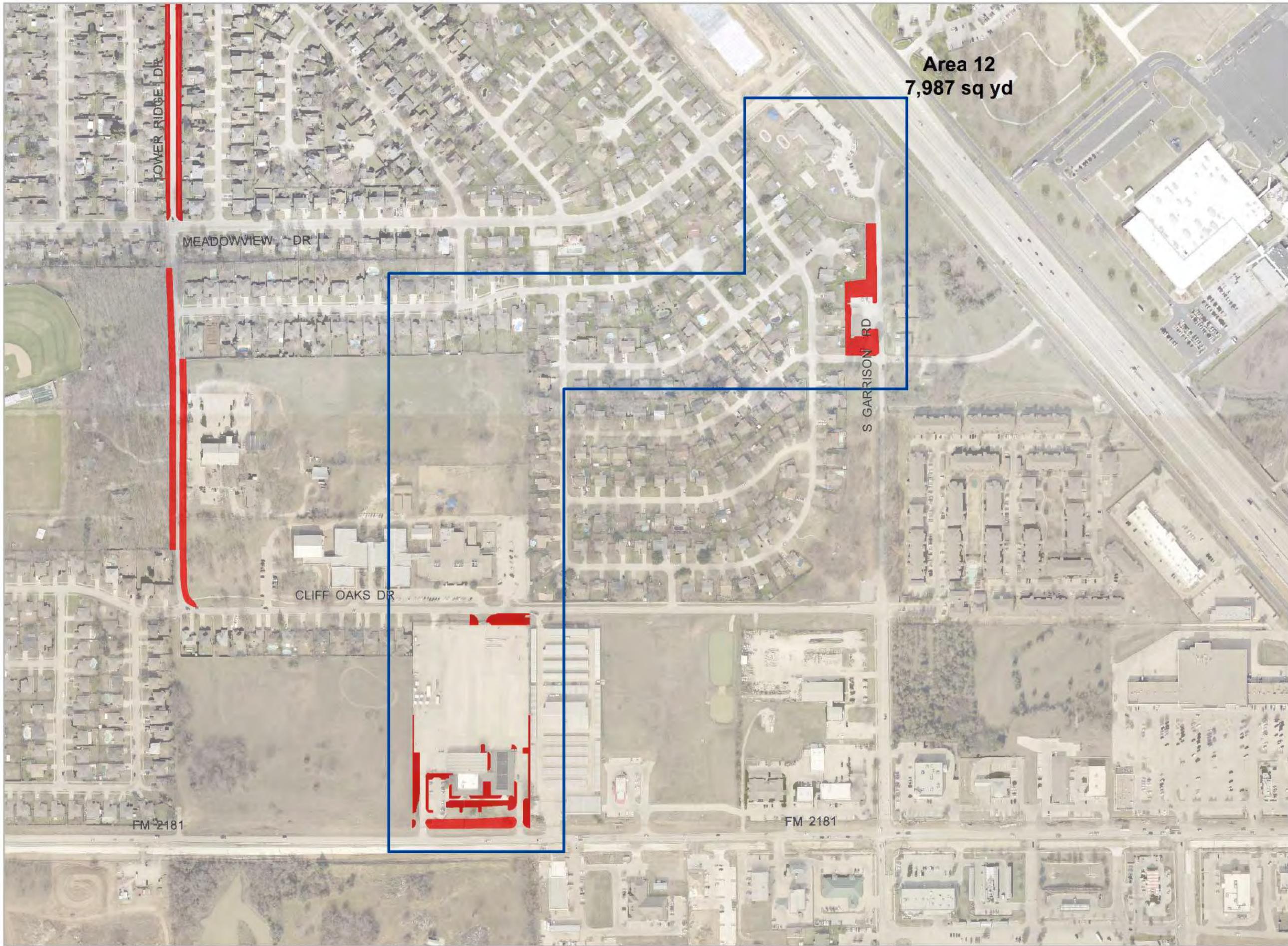


7/19/2016

Area 12
7,987 sq yd

Area 12

7,987 sq yd



Legend

-  Current Mow Calculation Area
-  Area to be Mowed



SERVICE CONTRACT
RIGHT-OF-WAY MOWING/MAINTENANCE SERVICES

This Contract, is made and entered into this ___ day of _____, 2016 by and between DD Commercial Landscape Management, a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

For and in consideration of the covenants, performances, payments and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

1. TERM

This Contract shall commence beginning on the 1st day of October, 2016, and shall be in effect for a term of one (1) years, to expire at midnight, September 30, 2017, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for two (2) additional one-year periods, if agreed upon in writing by both parties.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Right-of-Way Mowing/Maintenance Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Scope of Services – Attachment A
- c) The City’s Request for Proposal/Invitation to Bid #1101, including all documents incorporated by reference – Attachment B
- d) Contractor’s Proposal – Attachment C

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

7. INDEMNITY AND INSURANCE

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by**

Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the City's Request for Proposal/Invitation to Bid #1101.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Lee Ann Bunselmeyer
Acting City Manager
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

David Myers
DD Commercial Landscape Management
PO Box 741236
Dallas, TX 75374

Either party may change its address by giving written notice to become effective upon five days' notice.

10. MISCELLANEOUS

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender,

marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

CITY OF CORINTH

**DD COMMERCIAL LANDSCAPE
MANAGEMENT**

Lee Ann Bunselmeyer, Acting City Manager

David Myers

ATTEST:

ATTEST:

Kim Pence, City Secretary

By: _____
Title: _____

Attachment A - Scope of Services

Attachment B - City's RFP/ITB

Attachment C - Contractor's Proposal



INVITATION TO BID
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

BID #1101
CITY OF CORINTH, TEXAS

IMPORTANT DATES:

ITB Issue Date:	Tuesday, July 12, 2016
ITB Publication Dates:	Tuesday, July 12, 2016 & Tuesday, July 19, 2016
Questions Deadline:	Tuesday, July 26, 2016 @ 3:00 PM CST
Bid Due Date and Time:	Thursday, August 4, 2016 @ 2:00 PM CST
Anticipated Contract Effective Date:	October 1, 2016

Sealed bids for the materials or services specified will be received by the City of Corinth at the office of the Purchasing Agent until the date and time as indicated above.

Please submit one (1) original bid, one (1) complete copy of bid, and one (1) complete copy in USB memory drive format (each with required signatures), in a sealed envelope or package to the address listed below.

Delivery & Mailing Address:

City of Corinth
Attn: Purchasing Agent
3300 Corinth Parkway, 2nd Floor
Corinth, Texas 76203

Bid Contact:

Cindy Troyer
Purchasing Agent
purchasing@cityofcorinth.com
(940) 498-3244

Sealed bids shall be clearly marked "BID #1101-Annual Contract for Right of Way Mowing/Maintenance Services" Do not open until 2:00 PM August 4, 2016", and include the bidder's name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal Forms. **All forms in Appendix B must be completed, signed and returned with the bid.**

Requests for additional information should be made no later than the questions deadline above and shall be directed to the Purchasing Agent at purchasing@cityofcorinth.com. All requests must be made in writing. Oral explanations will not be binding.

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid or specifications will be made by addenda. Addenda will be posted at <http://cityofcorinth.com/Bids.aspx>. It is the responsibility of the bidder to monitor the City's website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The City of Corinth reserves the right to reject any and all bids and to waive defects in bids. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a bid on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that bids must be received by the due date and time shown above.** Bids received later than the date and time above will be returned unopened, and will not be considered. No telephone, facsimile or electronic bids will be accepted. Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

1. INTRODUCTION

The City of Corinth (City) is requesting bids for an annual contract for right of way mowing/maintenance services as described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this bid. It is the intent of the City to select one provider for the aforementioned goods/services. The successful bidder will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The successful bidder(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by the City. At the City's option and approval by the Contractor, the contract may be renewed for two additional one (1) year periods, if agreed upon in writing by both parties. Bid prices will remain firm for the entire contract period.

If the City exercises the right to renew the contract, the awarded vendor(s) shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, may include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the awarded vendor(s) in complete form within the time specified, the City will rescind its option and seek a new bid solicitation.

2. SPECIFICATIONS/SCOPE OF SERVICES

Bidder shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

A. Contractor Responsibilities

Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements
2. Maintain proper and verifiable licenses and certifications
3. Adhere to all Federal, State and Local laws and regulations at all times
4. Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission

B. General Standards and Procedures

1. It is understood and agreed that the Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without the prior approval of the City. The City shall not pay for travel time.
2. The Contractor shall employ only such superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or who neglects or refuses to comply with or carry out the directions of the Contractor.
3. Contractor shall hire capable employees, qualified in mowing and maintenance work. The Contractor shall initially staff with trained and experienced personnel. A fully qualified force shall be on board at the beginning of the Contract performance and shall be maintained throughout the period of this contract. The Contractor shall provide close and continuing first-line supervision of its employees.
4. The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

agreement. The Contractor's employees will hold harmless, release and defend the City from all claims of liability that directly or indirectly arise under the terms of this agreement.

5. At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.
6. The Contractor shall not recover from the City of Corinth the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, as a result of mowing/maintenance assignments regardless of the condition of the property
7. Contractor shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Contractor.
8. The City's payment terms are net 30 days. The contract pricing will not adjust to inflation of prices during the term of the agreement.
9. Invoices for service shall contain at least the following information:
 - Service Date
 - Description of Services and Material provided
 - Total Amount
10. The City reserves the right to add or locations at the same prices proposed.

C. Scope of Work

All work during the growing season will be required to be performed weekly at each location as indicated on the attached Exhibits. It will be assumed that the mowing season will be nine months long (excluding the months of December, January, and February). During the early and late mowing seasons, mowing maintenance will be biweekly (every other week) until it is necessary to begin weekly mowing again. The beginning/ ending of and frequency of mowing will be determined by the City of Corinth

Exhibits attached:

- | | |
|-------------------------------------|---------------------|
| Exhibit 1- Total R.O.W. to be Mowed | Exhibit 8-Area 7 |
| Exhibit 2- Area 1 | Exhibit 9- Area 8 |
| Exhibit 3- Area 2 | Exhibit 10- Area 9 |
| Exhibit 4- Area 3 | Exhibit 11-Area 10 |
| Exhibit 5- Area 4 | Exhibit 12-Area 11 |
| Exhibit 6- Area 5 | Exhibit 13- Area 12 |
| Exhibit 7- Area 6 | |

All R.O.W.'s are to be mowed, edged at all pavement and sidewalk surfaces, weeds trimmed around all shrubs, poles, trees, and all clippings blown/removed from paved surfaces, etc., weekly/ or as needed. Any and all signage and (or) traffic control devices for worker safety that may be needed is to be supplied by successful bidder. There is 199,077 square yards to be maintained, as indicated in red on the attached Exhibits. All litter removal prior to mowing will be performed by the contractor as well to prevent further scattering caused by the mowers.

Each exhibit will require pricing for combined service of mowing, edging, trimming, and blowing/clipping removal. This will show a cost for each exhibit independently and a summary total at the bottom of the Bid Proposal (form Attached in Appendix B). The extended amount for each bid item shall be calculated with 28 estimated mowings per year.



ADDENDUM #1

INVITATION TO BID

CITY OF CORINTH

July 20, 2016

Annual Contract for Right of Way Mowing/Maintenance Services

BID #1101

PROPOSALS DUE:

THURSDAY, AUGUST 4, 2016 2:00 PM CST

ADDENDUM

Addendum to be returned with Proposal

Note: The time for submission of proposals has NOT been changed.

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the referenced document and shall become part of the Contract Documents. Respondents shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Proposal.

Changes:

Area 1 – square yardage is changed from 29,873 to 27,110

Area 12 – square yardage is changed from 8,091 to 7,987

Replace original Exhibits 1-13 with the attached revised Exhibits

Section 2.C Scope of Work - *There is 196,210 square yards to be maintained, as indicated in red on the attached Exhibits.*

Appendix B - Replace original Bid Proposal Form with attached revised Bid Proposal Form

This form shall be signed and returned with your proposal.

Name: DAVID MYERS

Signature: _____

Company: DD COMMERCIAL LANDSCAPE MANAGEMENT

Title: DIRECTOR

Date: 8/4/16

CITY OF CORINTH BID #1101
 ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES
BID PROPOSAL FORM (REVISED PER ADDENDUM #1)

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed.

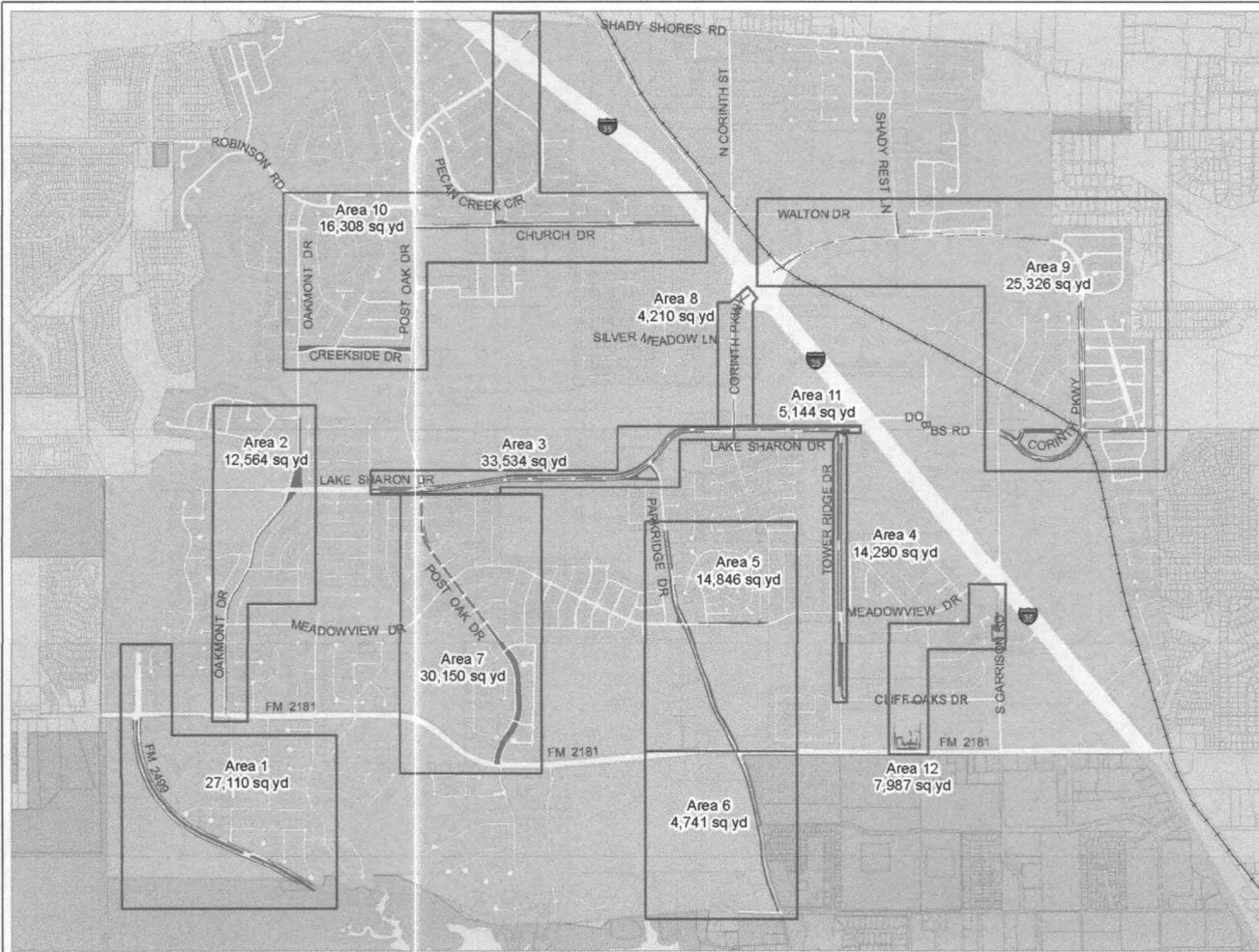
Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form", and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

ITEM NO.	EST. QTY.	DESCRIPTION	SINGLE MAINTENANCE COST	EXTENDED AMT. EST. 28 MOWINGS/YEAR
1	27,110 sq yd	Area 1 \$.013 _____ per square yard	\$ 352.43	\$ 9,868.04
2	12,564 sq yd	Area 2 \$.013 _____ per square yard	\$ 163.33	\$ 4,573.29
3	33,534 sq yd	Area 3 \$.013 _____ per square yard	\$ 435.94	\$ 12,206.37
4	14,290 sq yd	Area 4 \$.013 _____ per square yard	\$ 185.77	\$ 5,201.56
5	14,846 sq yd	Area 5 \$.013 _____ per square yard	\$ 192.99	\$ 5,403.94
6	4,741 sq yd	Area 6 \$.013 _____ per square yard	\$ 61.63	\$ 1,725.72
7	30,150 sq yd	Area 7 \$.013 _____ per square yard	\$ 391.95	\$ 10,974.60
8	4,210 sq yd	Area 8 \$.013 _____ per square yard	\$ 54.73	\$ 1,532.44
9	25,326 sq yd	Area 9 \$.013 _____ per square yard	\$ 329.23	\$ 9,218.44
10	16,308 sq yd	Area 10 \$.013 _____ per square yard	\$ 212.00	\$ 5,936.00
11	5,144 sq yd	Area 11 \$.013 _____ per square yard	\$ 66.87	\$ 4,872.36
12	7,987 sq yd	Area 12 \$.013 _____ per square yard	\$ 103.83	\$ 2,907.24
			TOTAL BID	\$ 74,420.00

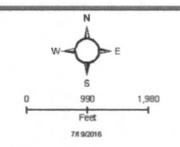
City of Corinth
Mow Contract

Total R.o.W.
to be mowed
196,210 sq. yd.



Legend

- Area to be Mowed
- Mow Calculation Areas

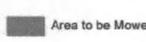


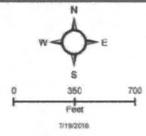
Area 1

27,110 sq yd



Legend

-  Current Mow Calculation Area
-  Area to be Mowed



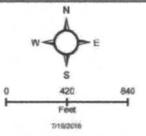
Area 2

12,564 sq yd



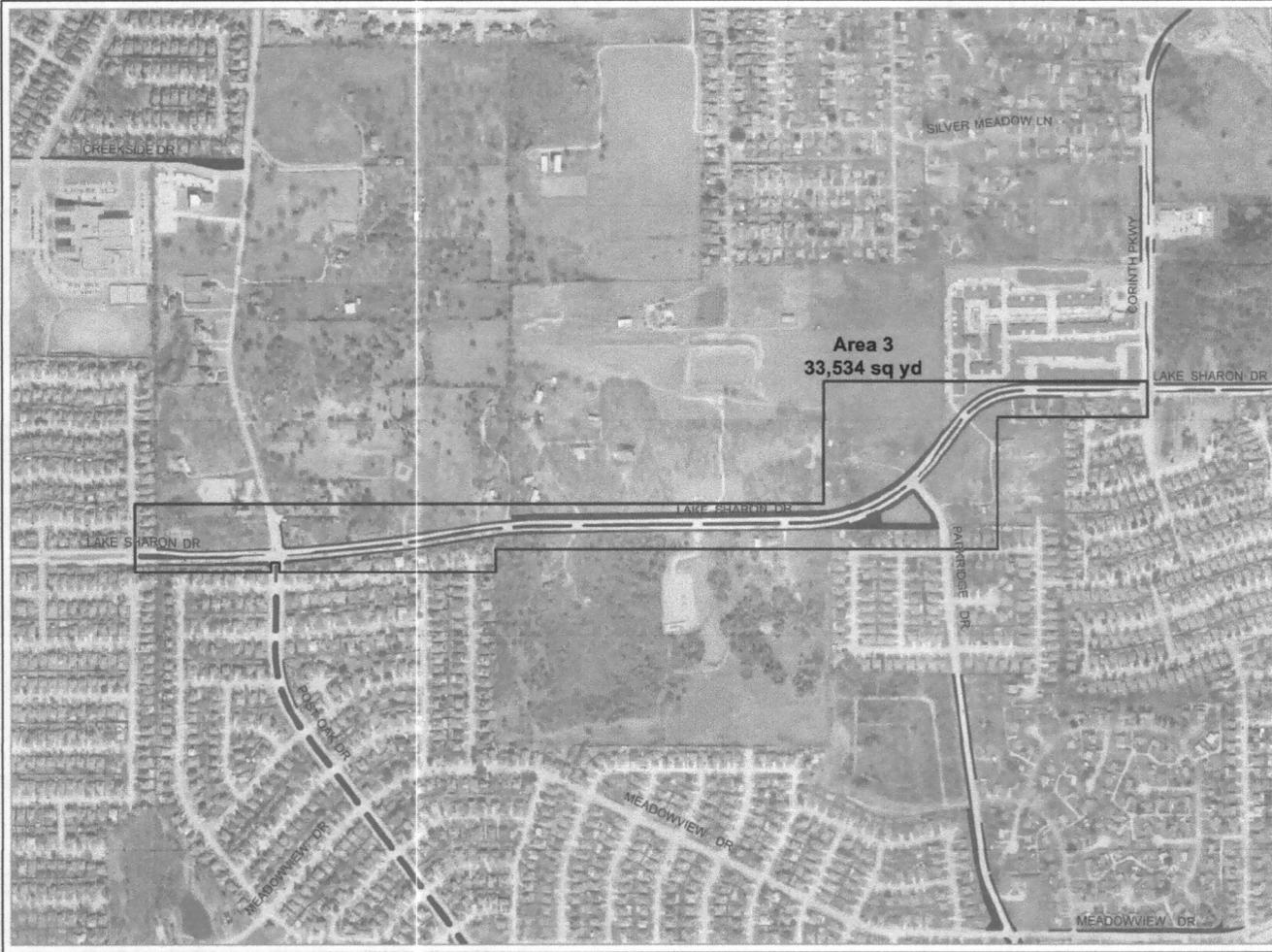
Legend

- Current Mow Calculation Area
- Area to be Mowed



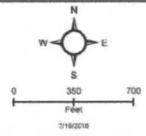
Area 3

33,534 sq yd



Legend

- Current Mow Calculation Area
- Area to be Mowed

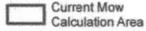


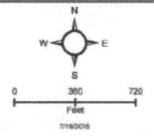
Area 4

14,290 sq yd



Legend

-  Current Mow Calculation Area
-  Area to be Mowed

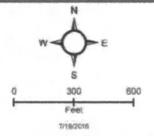


Area 5

14,846 sq yd

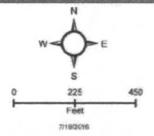


Legend
□ Current Mow Calculation Area
■ Area to be Mowed



Area 6
6
4,741 sq yd

Legend
□ Current Mow Calculation Area
■ Area to be Mowed

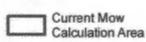
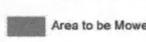


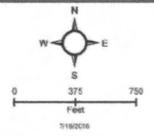
Area 7

30,150 sq yd



Legend

-  Current Mow Calculation Area
-  Area to be Mowed



Area 8

4,210 sq yd

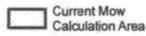


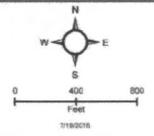
Area 9

25,326 sq yd



Legend

-  Current Mow Calculation Area
-  Area to be Mowed

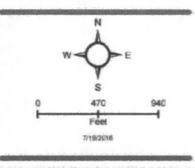


Area 10

16,308 sq yd



Legend
□ Current Mow Calculation Area
■ Area to be Mowed



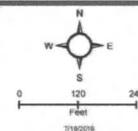
Area 11

5,144 sq yd



Legend

-  Current Mow Calculation Area
-  Area to be Mowed



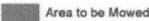


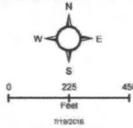
City of Corinth
Mow Contract

Area 12

7,987 sq yd

Legend

-  Current Mow Calculation Area
-  Area to be Mowed





APPENDIX A

GENERAL INFORMATION INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

A. GENERAL INFORMATION

1. **Confidentiality:** Information contained in the ITB is confidential and is to be used only for the purpose of preparing legitimate proposals for all or part of the services stipulated in this ITB.
2. **Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the bidder.
3. **Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids, as long as the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 90 days.
4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the City.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.

6. Insurance

- A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
- B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.
- C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the proposal to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.

7. Insurance Requirements

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

- b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
 3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
 4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.
- B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.
- C. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.
1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
 2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
 3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- D. Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 7.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

7.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 7.A.1.
 2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
 3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

- A. **ADDENDA:** Any interpretations, corrections, clarifications, or changes to this Request for Proposals or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the Respondent to monitor the City's website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.
- B. **ADVERTISING:** The successful respondent shall not advertise or publish, without the City of Corinth's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.
- C. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- E. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City of Corinth.
- F. **AWARD:** The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the bidder.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides good or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

1. The purchase price;
 2. The reputation of the bidder and of the bidder's goods or services;
 3. The quality of the bidder's goods or services
 4. The extent to which the goods or services meet the City's needs;
 5. The bidder's past relationship with the City;
 6. The total long-term cost to the City to acquire the bidder's goods or services;
 7. Any relevant criteria specifically listed herein.
- G. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
 - H. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City of Corinth unless specifically approved, or requested by the Contract Administrator.
 - I. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Corinth's Purchasing Office (attached).
 - J. **CONTRACT ADMINISTRATOR:** Under the contract, the City of Corinth, Texas, may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City of Corinth, Texas and the successful contractor.
 - K. **CONTRACT ENFORCEMENT:**
 1. The City of Corinth, Texas reserves the right to enforce the performance of any contract that results from an award of this Request for Proposal. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City of Corinth, Texas in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
 2. In the event the successful contractor shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall give the contractor written notice of such default; and in the event said default is not remedied to the satisfaction and

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

approval of the City within a reasonable period of time from which the contractor received notice, default will be declared and all of the contractors rights shall terminate. Respondents who submit proposals for this service agree that the City of Corinth, Texas shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.

3. Any notice provided by this Request for Proposal (or required by law) to be given to the successful contractor by the City of Corinth, Texas shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, Texas by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful contractor at the address so provided; this shall not prevent the giving of actual notice in any other manner.
 4. The successful contractor and the City of Corinth, Texas agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this RFP and the UCC, the RFP will control.
- L. **ETHICS:** The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City of Corinth, except in accordance with City Policy.
- M. **EQUAL OPPORTUNITY:** It is expected during the performance of the contract, all Contractor employees will be treated under the requirements of an Equal Employment Opportunity employer and honor all protected rights afforded to employees under the law. The Contractor will be advised of any complaints filed with the City alleging that the contractor is not operating in good faith as an equal employment opportunity employer. The City reserves the right to consider such complaints, along with other considerations, in determining whether or not to terminate any portion of this contract for which the services have not yet been performed.
- N. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- O. **FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the respondent has fully advised the City of Corinth as to the facts and circumstances surrounding the conviction.
- P. **FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires or explosions. Neither the successful respondent nor the City of Corinth is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- Q. **INDEMNITY AGREEMENT:** THE SUCCESSFUL BIDDER HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE NEGLIGENCE OF THE SUCCESSFUL BIDDER, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH BIDDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY BIDDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE CITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE BIDDER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- R. **INVOICES:** Each invoice shall contain the successful respondent's name and address, City of Corinth's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Corinth, Attention Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- S. **LATE SUBMITTALS:** The City of Corinth will reject late proposals. The City of Corinth is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office, for confirmation of receipt you may contact Cindy Troyer, Purchasing Agent at 940-498-3244.
- T. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:
- a. Have adequate financial resources or the ability to obtain such resources.
 - b. Be able to comply with the instructions, specifications, terms and conditions.
 - c. Have a satisfactory record of performance.
 - d. Have a satisfactory record of integrity and ethics.

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

- e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- U. **PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Corinth from claims involving infringements of patents and/or copyrights.
- V. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- W. **PRICES HELD FIRM:** All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
- If during the life of the contract, the successful vendor's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Corinth, Texas.
- X. **PURCHASE ORDER:** The City of Corinth shall generate a purchase order(s) to the successful respondent. The purchase order number must appear on all itemized invoices.
- Y. **REFERENCES:** The City of Corinth requests Respondent to supply, with its RFP, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- Z. **RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- AA. **REQUIRED DOCUMENTATION:** In response to this request for proposals, all documentation required by this RFP must be provided.
- BB. **SALES TAX:** The City of Corinth is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- CC. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- DD. **SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- EE. **SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- FF. **TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Corinth, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.
- GG. **TERMINATION FOR DEFAULT:** The City of Corinth reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City of Corinth reserves the right to terminate the contract in the manner set forth in the attached Contract.
- HH. **TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a 10 day written notice prior to any cancellation. The successful respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- II. **TRAVEL AND DIRECT CHARGES:** The City of Corinth shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- JJ. **VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- KK. **WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the respondent prior to the proposal deadline.



APPENDIX B

SUBMITTAL FORMS

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____ N/A _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

COOPERATIVE PURCHASING

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

Yes No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

VENDOR REFERENCES

Please list three (3) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: CITY OF DENTON
LOCATION: DENTON TEXAS
CONTACT PERSON AND TITLE: JOSH MULLEN SENIOR OFFICER COMMUNITY SERVICES
TELEPHONE NUMBER: 940-349-7455
SCOPE OF WORK: ROW MOWING, LITTER REMOVAL
CONTRACT PERIOD: 2016 - ON GOING

REFERENCE TWO

GOVERNMENT/COMPANY NAME: CITY OF SANGER
LOCATION: SANGER TEXAS
CONTACT PERSON AND TITLE: JAMES BERMAN SUPERINTENDENT OF PARKS & REC
TELEPHONE NUMBER: 940-458-2059
SCOPE OF WORK: ROW, PARK MOWING / LITTER REMOVAL
CONTRACT PERIOD: 2015- ON GOING

REFERENCE THREE

GOVERNMENT/COMPANY NAME: CITY OF MESQUITE
LOCATION: MESQUITE TEXAS
CONTACT PERSON AND TITLE: TRAVIS SALES ASSISTANT DIRECTOR OF PARKS & REC
TELEPHONE NUMBER: 972-216-8121
SCOPE OF WORK: ROW AND MEDIAN MOWING / LITTER REMOVAL
CONTRACT PERIOD: 2015 - ON GOING

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

COPY OF NOTARIZED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed and notarized copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

N/A

Signature of vendor doing business with the governmental entity

Date

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

CERTIFICATION FORM

In submitting this bid, the bidder agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this Bid becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
3. The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the bidder.
4. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.
6. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Bidder/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
8. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this bid package.
9. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
10. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 X Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name: DD COMMERCIAL LANDSCAPE MANAGEMENT

Principal Place of Business Address: PO BOX 741236

Principal Place of Business City, State, Zip: DALLAS TEXAS 75374

Principal Place of Business Phone Number: 972-352-3402

Principal Place of Business Fax Number: 214-369-4367

AUTHORIZED REPRESENTATIVE:

 _____ Signature	<u>8/4/16</u> _____ Date
<u>DAVE MYERS</u> _____ Printed Name	<u>DIRECTOR</u> _____ Title
<u>DAVE@DDMOWING.COM</u> _____ Email Address	<u>972-352-3402</u> _____ Phone

CITY OF CORINTH BID #1101
ANNUAL CONTRACT FOR RIGHT OF WAY MOWING/MAINTENANCE SERVICES

CONTRACT AGREEMENT

The Contract will consist of the written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Respondent's Proposal. **(Exhibit "A")**;
- (b) Invitation to Bid (ITB #1101) **(Exhibit "B")**

City Council Regular and Workshop Session

Meeting Date: 09/01/2016

Title: Joint Election Agreement

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on a Joint Election Agreement and Contract for Election Services with Denton County for the November 8, 2016 General Election.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth will contract with Denton County to hold a Special Election on Tuesday, November 8th to reauthorize the levy of sales and use tax for the purpose of financing maintenance and repair of municipal streets.

There are four precincts in the City of Corinth: 1020, 1021, 1022 and 1023. Four polling locations have been tentatively set for the upcoming election.

As a result of more ballots potentially being cast, and more election officials needed to manage the various polling locations, the election costs for the City is estimated to be somewhere between \$5,000 to \$7,000. At this time, Denton County Elections Administration is finalizing the details, including polling locations for Corinth residents.

Staff will provide Council with more information on costs and polling locations as the information becomes available.

RECOMMENDATION

Staff recommends approval of the Joint Election Contract with Denton County for the November 8, 2016 General Election.

Attachments

- Joint Contract
- Draft Polling locations

**THE STATE OF TEXAS
COUNTY OF DENTON**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as "Participating Authority or Participating Authorities" located entirely or partially inside the boundaries of Denton County:

City of Corinth
City of Dallas
Town of Flower Mound
City of Lake Dallas

Carrollton-Farmers Branch ISD
Slidell ISD
Trophy Club MUD

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint November 8, 2016 election to be administered by Lannie Noble, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each "Participating Authority" listed above plans to hold a General or Special Election on November 8, 2016.

Denton County plans to hold county-wide voting for a General Election.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (Participating Authorities) desire to use the County's electronic voting system, to compensate the County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each Participating Authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The Participating Authorities shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including translation to languages other than English. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). All Early Voting and Election Day voting locations shall be within the boundaries of Denton County. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in Attachment "A."

If polling places for the November 8, 2016 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than November 8, 2016 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 8, 2016 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each Participating Authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the Participating Authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend voting equipment training and/or procedures training, shall be compensated at the rate of \$9 an hour. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Lead Clerk (\$10 an hour), Clerk (\$9 an hour)
Election Day – Presiding Judge (\$11 an hour), Alternate Judge (\$10 an hour), Clerk (\$9 an hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the Participating Authority, and delivered to the Elections Office thirty two (32) calendar days (October 7, 2016) prior to Election Day. If this deadline is not met, the material must be delivered by the Participating Entity, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The Participating Authorities shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot or after the election is ordered, whichever is later. Said list must be in a Word document, the information must be in an upper and lower case format, be in an Arial 12 point font, and contain candidate contact information for the purposes of verifying the pronunciation of each of the candidates' names. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority

shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. The approvals must be finalized with the Elections Office within five (5) calendar days of receipt of the proofs.

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by Personal Appearance shall be conducted exclusively on Denton County's eSlate electronic voting system. Voting on Election Day may be conducted on the eSlate electronic voting system or on paper ballots.

Provisional ballots cast during Early Voting shall be conducted exclusively on Denton County's eSlate electronic voting system. Provisional ballots cast on Election Day may be conducted on the eSlate electronic voting system or on paper ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The Participating Authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any Participating Authorities shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Lannie Noble, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.com

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Lannie Noble, Early Voting Clerk
Denton County Elections

701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.com

The Elections Administrator shall post on the county website each Participating Authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 8:00 a.m. each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lannie Noble, Denton County Elections Administrator
Tabulation Supervisor:	Kerry Martin, Denton County Deputy Elections Administrator
Presiding Judge:	_____ Denton County Technical Operations Manager
Alternate Judge:	Paula Paschal, Denton County Contract Manager

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Denton County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted, and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated, via the website. Each Participating Authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or his designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for each Participating Authority to upload to the Secretary of State as required by Section 67.017 of the Election Code.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

The Elections Administrator shall administer only the Denton County portion of the elections held by the Participating Authorities.

X. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each Participating Authorities shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 8, 2016 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Tuesday, December 13, 2016, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Participating Authorities agree to share the costs of polling places with Denton County. If a polling location is shared by more than one Participating Authority, the costs shall be pro-rated equally among the participants utilizing that polling place.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each Participating Authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating Authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each Participating Authority's voters.

Each Participating Authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

Failure on the part of the Participating Authority to meet the deadlines outlined in this agreement may result in additional charges, including but not limited to, overtime costs for Denton County employees.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate Participating Authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authorities agree that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the Participating Authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Judge and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

*****DRAFT*** Proposed Polling Locations - Election Day 11/8/16**

Location Has Confirmed Use	Pcts	Poll Locations
Confirmed	1000	Bolivar Baptist Church
Confirmed	1003	Pilot Point Senior Center
Pending Confirmation	1004	Windsong Elementary
Confirmed	1006	Providence Village Community Center
Confirmed	1007	Stephen Copeland Government Center
Confirmed	1008	Green Valley Baptist Church
Confirmed	1009	Evers Park Elementary
Confirmed	1010	Cooper Creek Baptist Church
Confirmed	1011	Towne North Baptist Church
Pending Confirmation	1012	Woodrow Wilson Elementary
Confirmed	1013	Singing Oaks Church of Christ
Pending Confirmation	1016	Ryan Elementary
Confirmed	1017	Southmont Baptist Church
Confirmed	1018	Denton South Branch Library
Pending Confirmation	1020	Crownover Middle School
Confirmed	1022	DATCU Headquarters on 35
Confirmed	1023	Corinth City Hall
Confirmed	1024	Shady Shores Community Center
Confirmed	1025	Oak Point Community Room
Pending Confirmation	1029	Lone Star High School
Confirmed	1032	Frisco Fire Station #4
Pending Confirmation	1033	Hosp Elementary School
Confirmed	1036	Frisco Fire Station #7
Confirmed	2000	Frankford Town Homes
Confirmed	2001	Timberglen Recreation Center
Confirmed	2002	Dan F. Long Middle School
Confirmed	2003	Thompson Elementary School
Confirmed	2004	Redeemer Evangelical Covenant Church
Confirmed	2005	Kent Elementary School
Confirmed	2006	Victory Assembly of God
Confirmed	2007	Creek Valley Middle School
Confirmed	2008	Polser Elementary School
Confirmed	2009	Rosemeade Recreation Center
Confirmed	2010	Davis Elementary School
Confirmed	2011	Marie Huie Special Ed. Ctr.
Confirmed	2012	Hebron High School
Confirmed	2016	Indian Creek Elem. School
Confirmed	2020	Prestonwood Baptist Church
Confirmed	2021	The Colony High School
Confirmed	2022	Calvary Christian Center
Confirmed	2023	Morningside Elementary
Confirmed	2024	Owen Elementary
Confirmed	2025	Peters Colony Elementary
Confirmed	2026	The Colony Government Center
Confirmed	2027	Lakeview Middle School
Confirmed	2028	Little Elm Recreation Center
Confirmed	2030	Cesar Chavez Elementary School
Confirmed	2032	Little Elm High School

Confirmed	2033	Horizon Unitarian Church
Confirmed	3000	Lake Dallas City Hall
Confirmed	3001	Hickory Creek Town Hall
Confirmed	3004	Briarhill Middle School
Confirmed	3005	Highland Village Municipal Complex
Confirmed	3006	Valley Ridge Elem. School
Confirmed	3007	Killough Lewisville High School
Confirmed	3008	Garden Ridge Church of Christ
Confirmed	3009	Lewisville Municipal Annex
Confirmed	3010	Hedrick Middle School
Confirmed	3011	First Presbyterian Church
Confirmed	3013	Memorial Park Recreation Center
Confirmed	3021	Lewisville City Hall
Confirmed	3024	Shadow Ridge Middle School
Confirmed	3027	Grace Community Assembly of God
Confirmed	3028	Flower Mound Municipal Complex
Confirmed	3029	Lewisville ISD Administration Building
Confirmed	3030	Lamar Middle School
Confirmed	3031	Marcus High School
Confirmed	4002	Vivian Cockburn (Ponder Town Hall)
Confirmed	4003	Robson Ranch
Confirmed	4006	Trinity Presbyterian
Pending Confirmation	4007	Newton Rayzor Elementary
Confirmed	4011	Martin Luther King Jr. Rec. Center
Confirmed	4017	Argyle City Hall
Confirmed	4018	Tom Harpool Middle School
Confirmed	4022	Double Oak Town Hall
Confirmed	4023	Bridlewood Elementary
Confirmed	4024	Flower Mound Elem. School
Confirmed	4025	Flower Mound Public Library
Confirmed	4027	Liberty Elementary School
Confirmed	4028	Flower Mound Fire #2
Confirmed	4033	Roanoke Library
Confirmed	4034	Clara Love Elementary
Confirmed	4043	EP Rayzor Elementary
Confirmed	1001, 1002	Sanger Church of Christ
Confirmed	1005, 1037	Aubrey Area Library
Pending Confirmation	1014, 1015, 4014, 4015	McMath Middle School
Confirmed	1019, 1021, 4016	Guyer High School
Confirmed	1026, 1027	Creeside Amenity Center
Pending Confirmation	1028, 2031	Robertson Elementary
Pending Confirmation	1030, 2029	Fisher Elementary
Confirmed	1031, 1040	Frisco Fire Station #6
Confirmed	1034, 1035	Tom Hicks Elementary
Confirmed	1038, 1039, 4012, 4041	Pecan Creek Elementary
Confirmed	2013, 2014	Homestead Elementary
Pending Confirmation	2015, 2018, 2019	Arbour Creek Middle School
Confirmed	2017, 3020	Castlehills Community Center
Confirmed	3002, 3003	Heritage Elem. School
Confirmed	3012, 3026	Garden Ridge Elementary

Confirmed	3014, 3016	Creekside Elementary
Pending Confirmation	3015, 3017	LISD Learning Center
Pending Confirmation	3018, 3032	Central Elementary School
Pending Confirmation	3019, 3022, 3023	Rockbrook Elementry
Confirmed	3025, 4026	Old Settlers Elementary School
Confirmed	4000, 4001, 4042	Krum ISD
Confirmed	4004, 4037	Denia Recreation Center
Confirmed	4005, 4038, 4040	North Lakes Rec. Center
Confirmed	4008, 4013, 4039	Carriage House Assisted Living
Confirmed	4009, 4010	Denton Civic Center
Confirmed	4019, 4020	Copper Canyon City Hall
Pending Confirmation	4021, 4029	Argyle Middle School
Confirmed	4030, 4031, 4032	Medlin Middle School
Confirmed	4035, 4036	Justin City Hall

Proposed Polling Locations - Early Voting 10/24/16 - 11/04/16

Location Has Confirmed Use	Pcts	Poll Locations
Confirmed	All	Steven E Copeland Government Center
Confirmed	All	Argyle Town Hall
Confirmed	All	Justin Municipal Complex
Confirmed	All	Timberglen Library
Confirmed	All	Denton County Elections Administration
Confirmed	All	Carrollton Public Library
Confirmed	All	Lake Dallas City Hall
Confirmed	All	Lewisville Municipal Annex
Confirmed	All	Flower Mound Police and Municipal Court Building
Confirmed	All	Frisco Fire Station #7
Confirmed	All	Highland Village Municipal Complex
Confirmed	All	Double Oak Town Hall
Confirmed	All	Corinth City Hall
Confirmed	All	Pilot Point Senior Center
Confirmed	All	Little Elm Library
Confirmed	All	City of The Colony Annex Building
Confirmed	All	Frisco Fire Station #4
Confirmed	All	Krum ISD Administration Building
Confirmed	All	Roanoke Library
Confirmed	All	Denton Civic Center
Confirmed	All	Sanger Church of Christ
Pending	All	UNT Gateway Center

City Council Regular and Workshop Session

Meeting Date: 09/01/2016

Title: Public Hearing on Budget

Submitted For: Lee Ann Bunselmeyer, Acting City Manager

Submitted By: Lee Ann Bunselmeyer, Acting City Manager

Finance Review: N/A

Legal Review: Yes

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Hold a public hearing to receive community input on the FY 2016-17 Proposed Budget.

AGENDA ITEM SUMMARY/BACKGROUND

City Charter and Local Government Code Chapter 102 require that prior to budget adoption, a public hearing be conducted to allow citizens the opportunity to provide input on the proposed budget. The following notice was published on Tuesday, August 9, 2016 in the Denton Record Chronicle and placed on the City's website. A public hearing has been scheduled as required.

PUBLIC HEARING NOTICE

The City Council for the City of Corinth will hold a public hearing on the 2016-2017 Annual Program of Services (the Budget) on Thursday, September 1, 2016 at 7:00 p.m., in the City Council Chambers located at 3300 Corinth Parkway, Corinth, Texas. The meeting will be held for the purpose of receiving community input on the 2016-2017 Annual Program of Services. All interested citizens are encouraged to attend.

The FY 2016-17 Proposed Budget was submitted to City Council on July 29, 2016. The proposed budget is also available online on the City's website www.cityofcorinth.com.

RECOMMENDATION

Attachments

FY 2016-17 Budget Resource & Expenditure Summary

**BUDGET RESOURCE & EXPENDITURE SUMMARY
2016-17**

RESOURCE SUMMARY	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ESTIMATE	2016-17 REQUESTED	2016-17 PACKAGES	2016-17 PROPOSED
General Fund	\$ 14,926,074	\$ 15,477,982	\$ 15,332,625	\$ 16,041,853	\$ -	\$ 16,041,853
Debt Service	2,363,116	3,758,354	3,595,756	2,500,243	-	2,500,243
Utility Fund	11,859,381	11,990,371	11,795,494	11,934,636	-	11,934,636
Storm Drainage	693,736	813,600	703,998	686,100	-	686,100
Economic Dev. Corp.	647,863	768,381	654,558	682,172	-	692,404
Street Maint. Sales Tax	319,361	306,576	322,475	337,898	-	337,898
Crime Control	281,761	315,295	315,207	291,350	-	291,350
Internal Services	997,359	496,950	523,959	480,742	-	1,036,447
Special Revenue	227,155	251,701	447,391	191,341	-	248,090
Impact Fees	561,008	285,400	289,887	-	-	-
TOTAL RESOURCES	\$ 32,876,815	\$ 34,464,610	\$ 33,981,350	\$ 33,146,335	\$ -	\$ 33,769,021

EXPENDITURE SUMMARY	2014-15 ACTUAL	2015-16 BUDGET	2015-16 ESTIMATE	2016-17 REQUESTED	2016-17 PACKAGES	2016-17 PROPOSED
General Fund	\$ 14,926,074	\$ 15,477,982	\$ 15,332,625	\$ 15,191,032	\$ 222,671	\$ 15,413,703
Debt Service	2,363,116	3,758,354	3,485,468	2,499,076	-	2,499,076
Utility Fund	11,859,381	11,990,371	11,758,672	11,869,636	65,000	11,934,636
Storm Drainage	660,778	813,600	655,011	581,687	45,711	627,398
Economic Dev. Corp.	327,325	768,381	650,473	567,404	125,000	692,404
Street Maint. Sales Tax	304,664	150,000	150,000	319,360	-	319,360
Crime Control	260,014	315,295	315,207	165,664	106,625	272,289
Internal Services	828,944	431,287	360,358	162,363	726,692	889,055
Special Revenue	64,563	221,885	193,660	103,588	82,516	186,104
Impact Fees	265,323	285,400	285,400	-	-	-
TOTAL EXPENDITURES	\$ 31,860,181	\$ 34,212,555	\$ 33,186,874	\$ 31,459,810	\$ 1,374,215	\$ 32,834,025

NEW PROGRAM FUNDING

The FY 2016-17 budget includes the following:

The General Fund budget includes an increase of \$30,000 for legal fees, \$35,000 for Engineering fees, \$70,351 for utilities, insurance and mowing for the new joint Public Safety facility for Police & Fire, \$22,320 for street striping, \$30,000 for additional right-of-way mowing and \$35,000 for a Technology Services server backup system. It also includes the elimination of two FTEs from Parks and Recreation division and one FTE from the Fleet Maintenance division.

The Utility Fund budget includes \$50,000 for a Water/Sewer Rate Study and \$15,000 to update the Engineering Design Manual.

The Storm Drainage Fund budget includes \$45,711 to replace a slope mower (461-05).

The Economic Development Fund budget includes one-time funding of \$125,000 for Comprehensive Branding Strategy.

The Street Maintenance Fund budget includes funding of \$319,360 to repave streets in the following subdivisions: Amity Village, Corinth Shores, Meadows, Forestwood, Corinth Farms and Pecan Creek.

The Crime Control & Prevention Fund budget includes \$53,240 for mobile video recording, \$28,655 for tasers and \$24,730 for radio frequency identification.

The Special Revenue Fund budgets include \$20,000 in funding for Pumpkin Palooza Music Festival, \$20,000 for administrative services to promote tourism, \$50,000 for monument signage, \$3,000 in contingency funds to develop beautification projects, \$3,500 for cleanup event supplies, \$1,982 to replace McGruff, \$13,543 in continued funding for the Denton County Child Advocacy Program, \$12,974 for crossing guards, \$30,571 in continued funding for a part-time Municipal Court bailiff, \$4,794 for video redaction software, \$2,700 for park improvements at Thousand Oaks Park, \$1,560 at Kensington Park, \$1,060 at Mulholland Park, \$2,120 at Meadowview Park and \$3,300 at Woods Park and \$15,000 to plant trees and install irrigation at Thousand Oaks Park.

The Internal Service Fund budgets include \$33,000 for the replacement of one Animal Control vehicle (102-446), \$40,000 for the lease to replace a Medic Unit, \$39,692 for the replacement of computers and printers for City Administration, Economic Development, Finance, City Council Chambers/Work Session room and Technology Services, \$6,000 to replace the GIS scanner, \$8,000 to purchase a Police server and \$600,000 to purchase the first phase of a new meter transponder and software system.

City Council Regular and Workshop Session

Meeting Date: 09/01/2016

Title: Second Public Hearing on Tax Rate

Submitted For: Lee Ann Bunselmeyer, Acting City Manager

Submitted By: Lee Ann Bunselmeyer, Acting City Manager

Finance Review: N/A

Legal Review: Yes

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Hold a public hearing on a proposal to consider a tax rate, which will exceed the lower of the rollback rate or the effective tax rate and will increase total tax revenues from properties on the tax roll in the preceding tax year by 9.26 percent.

AGENDA ITEM SUMMARY/BACKGROUND

According to Property Tax Code Section 26.05(d), the City is required to hold two public hearings on the proposed tax increase if the City Council is proposing a rate that exceeds the lower of the rollback rate or the effective rate. Additional requirements include publishing a quarter-page notice informing the public of the proposed tax rate, preceding year tax rate, effective & rollback tax rate, formula for estimated tax amount, and the date, time, and location of the two required public hearings. The Notice of 2016 Tax Year Proposed Property Tax Rate for the City of Corinth was published in the Denton Record Chronicle on Tuesday, August 9, 2016, as required by the Texas Property Tax Code timetables.

The publication notices were calculated based on the highest possible rate the City Council may consider. The City Council may adopt any rate below the published tax rate.

On August 4, 2016, the City Council voted to publish a FY2016-2017 tax rate of \$.58193 that they will consider approving on September 15, 2016. This represents a \$.00296 cent tax decrease from the FY2015-2016 tax rate of \$.58489. The first Public Hearing on the tax rate was held on August 18, 2016.

RECOMMENDATION

Please Read the statement below prior to opening the Public Hearing:

This is the second of two public hearings to discuss the FY 2016-17 proposed tax rate of \$.58193 that represents a \$.00296 cent tax decrease from the FY 2015-2016 tax rate of \$.58489

The City Council will vote on both the FY 2016-2017 Proposed Budget and the proposed tax rate at a meeting scheduled on September 15, 2016, at 7:00 p.m., located at the Corinth Municipal Council Chambers at 3300 Corinth Parkway, Corinth, Texas.

Once the Public Hearing is opened, the public is encouraged to express their views.

Attachments

Notice of 2016 Tax Year Proposed Property Tax Rate

NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR

A tax rate of \$.58193 per \$100 valuation has been proposed for adoption by the governing body of City of Corinth. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Corinth proposes to use revenue attributable to the tax rate increase for the purpose of increases to medical insurance, legal fees, mowing and road maintenance, and fire services.

PROPOSED TAX RATE	\$ <u>.58193</u>	per \$100
PRECEDING YEAR'S TAX RATE	\$ <u>.58489</u>	per \$100
EFFECTIVE TAX RATE	\$ <u>.54348</u>	per \$100
ROLLBACK TAX RATE	\$ <u>.58194</u>	per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Corinth from the same properties in both the 2015 tax year and the 2016 tax year.

The rollback tax rate is the highest tax rate that City of Corinth may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

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

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Michelle French
Denton County tax assessor-collector
1505 E. McKinney Street, Denton, Texas 76209
940-349-3518
michelle.french@dentoncounty.com
www.dentoncounty.com

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 18, 2016 at 7:00 pm at 3300 Corinth Parkway, Corinth, Texas 76208.
 Second Hearing: September 1, 2016 at 7:00 pm at 3300 Corinth Parkway, Corinth, Texas 76208.

City Council Regular and Workshop Session

Meeting Date: 09/01/2016

Title: Construction Manager at Risk

Submitted For: Lee Ann Bunselmeyer, Acting City Manager

Submitted By: Lee Ann Bunselmeyer, Acting City Manager

Approval: Lee Ann Bunselmeyer, Acting City Manager

AGENDA ITEM

Consider and act on a contract for Construction Manager at Risk Services to manage the construction of the Joint Public Safety Facility and Fire Station.

AGENDA ITEM SUMMARY/BACKGROUND

On July 7, 2016 the City issued a Request for Proposal (RFP) for Construction Manager at Risk services for the combined Public Safety Facility and Fire House. The RFP was published in the Denton Record Chronicle on Thursday, July 7 & 14, 2016. On August 2, 2016 the City received six proposals. The Building Committee comprised of two Council members, city staff and representatives from Eikon conducted interviews on Tuesday, August 16, 2016 and are recommending the contract be awarded to SEDALCO Construction Services.

The Construction Manager at Risk (CMAR) is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The CMAR will provide professional services and act as a consultant to the City in the design development and construction phases. In addition to acting in the City's interest, the CMAR will manage and control construction costs to not exceed the GMP. Contractually any costs exceeding the GMP that are not change orders are the financial liability of the CMAR.

This delivery method has several unique benefits to the City, including:

- A higher level of cost control from the start. During the design process, the CMAR will provide cost estimates at contractually established points. If these cost estimates are in line with the established budget, the architect then moves on to the next phase of design. If not, the CMAR, City and Architect assess the cost estimate and make design changes to bring the design back into budget alignment. This process ensures budget success.
- The CMAR takes burden off of the City in managing and coordinating the project.
- The City's risk is limited by the CMAR process providing the construction documents are complete and proper allowances and contingencies are built into the GMP.
- Since the CMAR is at risk and gives the GMP prior to bid, they do not have to select the low bid. Generally the thorough prequalification process leads to lower long term costs, higher quality, and fewer claims because only pre-qualified contractors are performing work.
- CMAR services are professional services like architectural, engineering, surveying, etc. The CMAR's main purpose is not to construct the project, but to manage the construction of the project. This management focus adds much value to the project.

The contract will be forwarded to the Council upon agreement by the City and SEDALCO. The contract will include a pre-construction fee of \$10,000, a Construction Phase Service Fee of 4.53% with a not-to-exceed general conditions cost of \$661,562.

RECOMMENDATION

Staff recommends approval of the Construction Manager at Risk Services Contract to SEDALCO Construction Services.
