



* * * * PUBLIC NOTICE * * * *

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, June 20, 2019, 5:45 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

CLOSED SESSION

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

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. MCM Contract for Lake Sharon Roadway Extension.

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. Potential acquisition of real property along Corinth Parkway for infrastructure, open space and transit related facilities.

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

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

WORKSHOP BUSINESS AGENDA

1. Hold a discussion and provide staff direction on the creation of a Tax Increment Reinvestment Zone (TIRZ) and Transit Oriented Development (TOD).

2. Hold a discussion on Boat, Trailer, and Recreational Vehicle Parking.
3. Hold a discussion on the Advisory Committee structure for the Comprehensive Plan Update and the Parks/Trails Master Plan.
4. Discuss Regular Meeting Items on Regular Session Agenda.

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 & TEXAS PLEDGE:

"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".

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.

1. Consider and act on minutes from the May 23, 2019 Workshop Session.
2. Consider and act on minutes from the May 23, 2019 Regular Session.
3. Consider adoption of the 2019 Drought Contingency and Water Conservation revision
4. Consider approval of an ordinance of the City of Corinth, Texas abandoning a sanitary sewer easement recorded in the Denton County Land Records at DR Volume 190, Page 357, and more specifically described in Exhibit "A"; and providing an effective date.
5. Consider approval of an ordinance of the City of Corinth, Texas abandoning a sanitary sewer easement recorded in the Denton County Land Records at DR Volume 686, Page 334, and more specifically described in Exhibit "A"; and providing an effective date.
6. Consider approval of an ordinance of the City of Corinth, Texas abandoning a sanitary sewer easement recorded in the Denton County Land Records at DR Volume 650, Page 292, and more specifically described in Exhibit "A"; and providing an effective date.
7. Consider and act on an ordinance of the City of Corinth approving an amendment to the fiscal year 2018-2019 budget and annual program of services to provide expenditures of funds to pay for Parkridge wastewater services design; and providing an effective date.

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.

BUSINESS AGENDA

8. Approve and authorize the City Manager to execute agreements with Independent Bank for Depository Services ending May 31, 2022 with two possible one-year extensions.
9. Consider and act on the Termination and Settlement Agreement for Paving, Drainage and Water Improvements for Lake Sharon Drive, by and between the City, Magnum Construction Management, LLC f/k/a Munilla Construction Management, LLC, and Berkshire, Hathaway Specialty Insurance Company; and authorizing the Mayor or his designee to execute necessary documents.
10. Consider and act on the Tender Agreement for Completion of the Lake Sharon Drive Project, by and between the City, Berkshire Hathaway Specialty Insurance Company, and Wildstone Construction, LLC; and authorizing the Mayor or his designee to execute necessary documents.
11. Discuss Cambodian Delegation Schedule.

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.

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 14th day of June, 2019 at 11:30 a.m. on the bulletin board at Corinth City Hall.

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

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019

Title: TIRZ and TOD Discussion

Submitted For: Bob Hart, City Manager **Submitted By:** Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Land Development
Infrastructure Development
Economic Development
Regional Cooperation

AGENDA ITEM

Hold a discussion and provide staff direction on the creation of a Tax Increment Reinvestment Zone (TIRZ) and Transit Oriented Development (TOD).

AGENDA ITEM SUMMARY/BACKGROUND

Paris Rutherford will be present to discuss the recommendations for the TIRZ and TOD master plan.

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019
Title: Boat, Trailer, & RV Parking
Submitted For: Helen-Eve Liebman, Director
Submitted By: Ben Rodriguez, Manager
Finance Review: N/A
Legal Review: N/A
City Manager Review:
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Hold a discussion on Boat, Trailer, and Recreational Vehicle Parking.

AGENDA ITEM SUMMARY/BACKGROUND

Staff has received comments from residents about the parking of boats, trailers, and RVs in front and side yards, primarily in non HOA subdivisions. The existing ordinances are not clear and requires direction from Council.

Staff will present information to the City Council during the worksession agenda.

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019

Title: Appoint Comprehensive Plan Advisory Committee

Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager

Finance Review: N/A **Legal Review:** N/A

City Manager Review:

Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive Government

AGENDA ITEM

Hold a discussion on the Advisory Committee structure for the Comprehensive Plan Update and the Parks/Trails Master Plan.

AGENDA ITEM SUMMARY/BACKGROUND

Staff is preparing a recommended process for initiating the comprehensive plan update. A primary component is the structure of the advisory committee and its members. Generally speaking, the recommended committee will include council members, planning & zoning commission members, EDC board members, and residents.

RECOMMENDATION

N/A

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019

Title: May 23, 2019 Workshop Session

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on minutes from the May 23, 2019 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the May 23, 2019 Workshop Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the May 23, 2019 Workshop Session minutes.

Attachments

Minutes

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

On this the 23rd day of May 2019 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Mayor Heidemann
Sam Burke, Mayor Pro-Tem
Scott Garber, Council Member
Kelly Pickens, Council Member
Tina Henderson, Council Member
Lowell Johnson, Council Member

Members Absent:

None

Others Present

None

Staff Members Present

Bob Hart, City Manager
Kim Pence, City Secretary
Patricia Adams, Messer, Rockefeller, & Fort
Helen-Eve Liebman, Planning and Development Director
Ben Rodriguez, Planning and Development Manager
George Marshall, City Engineer
Lee Ann Bunselmeyer, Finance Director
Shea Rodgers, Technology Services Manager
Jerry Garner, Chief of Police
Cody Collier, Director of Public Works
Jason Alexander, Economic Development Corporation Director

CALL TO ORDER:

Mayor Heidemann called the meeting to order at 5:45 p.m.

WORKSHOP BUSINESS AGENDA:

1. Overview and discussion on the Solid Waste contract.

Bob Hart, City Manager – the contract with Community Waste Disposal (CWD) expires at the end of December and we need to discuss if we want to renew the contract for a five (5) year period or place it out for bid. The potential providers are Republic and Community Waste Disposal. Waste Management and Waste Connections are in the general area but due to landfill restrictions, Republic and Community Waste Disposal are the top two.

Some service issues that we have talked through with CWD is their call center that has not be quite responsive and they have added additional personnel. They changed their phone system and that

seems to have taken care of the problem. They are struggling with hiring drivers and people to pick up the trash. They converted their trucks to CNG which and so the replacement time for their vehicles has gone from 30 days to about 10 months.

The landfill is tight and that is what caused Waste Management to leave the area due to lack of landfill space. The recycling market is challenging, people are struggling to get rid of their recyclables. Also, contaminated recycling contents has gotten a lot worse. Post-consumer contamination is at about 30%, and we probably need to go back and reeducate them again as far as what is recyclable and what is not.

Our current service level is weekly trash and recycling collection, Household Hazardous Waste, curbside recycling, bulk pick up and they also make a contribution for clean-up efforts. All services are typical within the region. Some cities provide a cart and some cities offer twice/week collection and some cities on the Household Hazardous Waste will have once or Twice a year for one day, you would bring it in and drop it off.

The citizen opinion survey from last month on how you would rate trash collection services. About 78% it was about what they expected or better. The availability of recycling was at 86%. The Less than expected for trash collection services was a little higher than what it was two years ago. A lot of that was the lack of carts and one day a week pick up instead of two.

Councilmember Henderson - In the Cities that have carts who provides those?

Bob Hart, City Manager - the waste provider provides the carts. There is a fee for them to do that and that is passed through to the residents and is reflected in the bill.

The Rate comparisons in the region:

Corinth - \$10.18
Shady Shores \$19.59
Lake Dallas/Hickory Creek \$16.07
Lewisville/Highland Village/FM \$12 – \$14
Denton \$24,
Colleyville/Hurst \$11-\$13
Dallas \$29.54
Fort Worth \$17.50

Councilmember Garber - the last time we met with Community Waste Disposal he said that we are substantially below market.

Bob Hart, City Manager - if we went out to bid today, we would see \$14-\$16.00.

Councilmember Garber - if we went out to bid, how does that affect an extension or renewal?

Bob Hart, City Manager - if we extend we start at the \$10.18. They will come back and request an annual adjustment and that will take that up another .20 or .30 cents but still lower than anyone else out here.

As far as contract issues, we will see a CPI adjustment and also a fuel adjustment tied to compressed natural gas and in the existing contract it is tied to diesel so they would want to switch that from diesel to CNG. The biggest issue will be on the Disposal Fee adjustment and that will be what

drives these contracts.

If you wanted to add a cart you would add \$1.59 per resident. Apartment recycling is priced to the apartments themselves and would be \$.86/unit with a minimum of \$99.00.

Bob Hart, City Manager - do you want to look at extending the contract or rebid?

Mayor Heidemann - If we renew or extended, what do we need to negotiate?

Bob Hart, City Manager - 5 years would be the extension time frame with options for annual adjustments, mainly in disposal fee. CPI is tied to labor costs.

Councilmember Garber - What happens if we begin with negotiations to extend and we find out that these adjustments add up to \$4.00 or \$5.00 dollars, is it too late to go out for bid?

Bob Hart, City Manager - We want to begin negotiating within the next 30 days. We will start at the \$10.18. We should be in decent shape.

Consensus of the Council to extend the contract with Community Waste Disposal.

Bob Hart, City Manager - I will fast track with enough time to shift strategies if needed.

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

There was no discussion on the Regular meeting items.

Mayor Heidemann recessed the Work Session at 6:14 p.m. * See Closed Session.

CLOSED SESSION

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

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

Council met in Closed Session from 6:15 p.m. until 6:24 p.m.

A. MCM Contract for Lake Sharon Roadway Extension.

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.

Council met in Closed Session from 6:15 p.m. until 6:24 p.m.

A. Dobbs Road Right-of-way.

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

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

Council met in Closed Session from 6:15 p.m. until 6:24 p.m.

- A. Project Daylight**
- B. Project Sundown**

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.

No action taken from Closed Session.

ADJOURN:

Mayor Heidemann adjourned the meeting at 6:25 p.m.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____, 2019.

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019

Title: May 23, 2019 Regular Session

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on minutes from the May 23, 2019 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the May 23, 2019 Regular Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the May 23, 2019 Regular Session minutes.

Attachments

Minutes

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

On this the 23rd day of May 2019 the City Council of the City of Corinth, Texas met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Members Absent:

None

Staff Members Present

Bob Hart, City Manager
Jerry Garner, Chief of Police
Shea Rodgers, Technology Services Manager
Helen-Eve Liebman, Planning and Development Director
Ben Rodriguez, Planning Manager
George Marshall, City Engineer
Cody Collier, Public Works Director
Jason Alexander, Economic Development Corporation Director
Patricia Adams, Messer, Rockefeller, & Fort
Kim Pence, City Secretary

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

"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".

Mayor Heidemann called the meeting to order at 7:10 p.m., Councilman Garber delivered the invocation and led in the Pledge of Allegiance.

PROCLAMATIONS:

Mayor Heidemann read the following Proclamations into the record.

- **May 2019 Denton County's Mental Health Month**
- **May 2019 Denton County's Children Mental Health Awareness Month**
- **May 2019 National Stroke Awareness Month**
- **National Public Works 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.

1. Consider approval to pay the Upper Trinity Water District for materials purchased for Lake Sharon Waterline Bypass in the amount of \$62,118.47 and authorize the City Manager to execute any necessary documents.

MOTION made by Councilmember Garber to approve the Consent Agenda as presented. Seconded by Councilmember Henderson.

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

MOTION CARRIED

CITIZEN'S 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.

No one spoke

BUSINESS AGENDA:

2. Consider and act upon an ordinance amending the City's Code of Ordinances, Title IX: General Regulations, Chapter 94 Nuisances, Section 94.38 Trash and Rubbish Nuisances. (Trash receptacles)

Ben Rodriquez, Planning and Development Manager - Staff is proposing an amendment to the City's Trash and Rubbish ordinance to require that trash receptacles and bulk pick up items be placed adjacent to the street for pick up no earlier than 8:00 am the day prior to pick up and must be removed no later than 8:00 pm on the day following the designated pick-up day.

Staff is also proposing that when not placed adjacent to the street for pick up that trash receptacles and bulk pick up items be placed out of the front building setback and located to the side or rear of the home.

Finally, staff is adding language which specifies that bulk waste items must be placed in accordance with the City's contracted solid waste service's rules and procedures. Such as the removal of refrigerants, and the removal of doors on items such as refrigerators, and washing machines.

Staff recommends approval of this item.

MOTION made by Councilmember Henderson to approve the Ordinance amending the City's Code of Ordinances, Title IX: General Regulations, Chapter 94 Nuisances, Section 94.38 Trash and Rubbish Nuisances. Seconded by Councilmember Garber.

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

MOTION CARRIED

3. Consider and act upon an ordinance amending the City's Code of Ordinances, Title XI: Business Regulations, Chapter 110: Food Service.

Helen-Eve Liebman, Planning and Development Director - In February, 2018 the State of Texas amended the State administrative code to make changes to the State's health code. When this change occurred sections of the State's health code that are referenced in our Code of Ordinances were no longer valid. This ordinance amends our Code of Ordinances so that it will now reference the appropriate sections of the State's health code.

Additionally the incorporated changes add provisions for the allowance of dogs and service animals within patio areas to ensure that they are allowed in a safe manner that does not pose a health risk.

MOTION made by Councilmember Garber to approve the Ordinance amending the City's Code of Ordinances, Title XI: Business Regulations, Chapter 110: Food Service as presented. Seconded by Councilmember Burke.

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

MOTION CARRIED

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.

Councilmember Henderson - Thank the Planning and Development Department for all the work they are doing updating the City Ordinances.

Bob Hart, City Manager - the Council of Government (COG) will be held on Friday, June 14th at the Hurst Convention Center from 11:00 am to 1:00 p.m. and I would like to know how many would like to attend over the next day or two so we can make reservations.

With a new member being elected to Council, TML has the newly elected Councilmember workshop and this year it falls on a Council meeting night. One is on Thursday, July 18th and the other is on Thursday, August 15th. I would like for Mrs. Pickens to attend the training on August 15th and we would cancel the meeting for that evening.

Mayor Heidemann - The City of Lake Dallas, and the Lake Dallas VFW is sponsoring a festivity at the cemetery on Monday, May 27th and if any of you would like to attend that would be great. I did receive a call today from Bobby Mitchel and was told that I had been nominated by the Council of Government (COG) and

that is quite an honor.

CoServ will also have a Chamber of Commerce Spring Mixer on June 6th and hope we will be able to attend prior to our Council meeting that night.

The Lake Cities Serve was cancelled last weekend due to bad weather. This has been rescheduled for June 8th. This will be a nice event for all the people in the community to help others in need.

Mayor Heidemann adjourned the Regular Session at 7:33 p.m. *See Closed Session.

There was no Closed Session during the Regular meeting.

CLOSED SESSION

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code. **Closed Session may happen at any time during the Workshop Session and before the start of a City Council Regular Session.**

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. MCM Contract for Lake Sharon Roadway Extension

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 government body in negotiations with a third person

A. Dobbs Road Right-of-Way

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

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

A. Project Daylight

B. Project Sundown

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. Closed Session may happen at any time during the Workshop Session and before the start of a City Council Regular Session.

RECONVENE IN OPEN SESSION - In accordance with Texas Government Code, Chapter 551 the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

MOTION made by Councilmember Burke to authorize the City Manager to make offer to purchase Right-of-Way adjacent to Pecan Creek Plaza as discussed in Closed Session subject to cost participation by the developer. Seconded by Councilmember Garber.

AYES: Burke, Garber, Johnson, Henderson
NOES: None
ABSTAIN: Glockel
ABSENT: None

MOTION CARRIED

ADJOURN:

Mayor Heidemann adjourned the meeting at 8:45 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____, 2019.

Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 06/20/2019
Title: Drought Contingency and Water Conservation Plan
Submitted For: Cody Collier, Director **Submitted By:** Cody Collier, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Infrastructure Development
Regional Cooperation

AGENDA ITEM

Consider adoption of the 2019 Drought Contingency and Water Conservation revision

AGENDA ITEM SUMMARY/BACKGROUND

In 2004, The Texas Water Development Board (TWDB) and the Texas Commission on Environmental Control (TCEQ) enacted legislation requiring water providers to adopt Water Conservation and Drought Contingency Plans which meet criteria established by the regulatory agencies in Title 30, Part 1, Chapter 288 of the Texas Administrative Code. The objective and intent of the Water Conservation Plan and Drought Contingency Plan is to establish and maintain a policy that will meet the requirement of Sections 11.002 and 11.1271 of the Texas Water Code and the rules of the TCEQ. One requirement of the legislation requires that the "plans" must be reviewed for effectiveness and if necessary, modified at a maximum of every five years. The City of Corinth has met all requirements since adoption in 2004. In 2014, The City of Corinth as a partner with Upper Trinity Regional Water District (UTRWD) agreed as a regional partnership to share a model plan with UTRWD and all member entities.

The UTRWD Board of Directors approved the 2019 Water Conservation and Drought Contingency Plans in April of 2019. Corinth, as a member of the UTRWD wishes to continue following the same plans as UTRWD and all member entities as a responsible decision for sharing regional plans and providing uniform service and conservation efforts as we all share the Lake Lewisville reservoir.

RECOMMENDATION

Staff recommends approving the model 2019 Water Conservation and Drought Contingency Plans by ordinance, providing an effective date and repealing Ordinance 16-07-07-20 as the current Drought Contingency and Water Conservation Plan.

Attachments

Drought Contingency Plan
Water Conservation Plan

**UPPER TRINITY REGIONAL WATER DISTRICT
Draft Model Drought Contingency Plan
February 2019**

**Comments on Upper Trinity's Draft Model Drought Contingency Plan
Requested by March 25**

Upper Trinity is pleased to provide this draft of its updated Drought Contingency Plan. The update is required according to state law, and is a good practice to evaluate the effectiveness of the programs and practices that Upper Trinity has implemented to reduce peak and total water usage in its service area during times of shortage due to drought or other conditions affecting the treated water system.

If you have any comments or questions, please forward to Blake Alldredge at balldredge@utrwd.com by March 25, 2019.

Model Drought Contingency Plan for City of Corinth

03/27/2019

SECTION 1

Introduction and Objectives

The purpose of this Drought Contingency Plan (the “Plan”) is to provide for drought contingency measures for City of Corinth as required by the Texas Commission on Environmental Quality (“TCEQ”) and the Upper Trinity Regional Water District (“UTRWD”). Such contingency measures may be needed during drought conditions, during an emergency and when water use approaches the Regional Treated Water System (“System”) supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / system failure or contamination of the water supply source.

The City of Corinth developed its original plans for drought contingency in 2004, later amended in 2009 and 2014. This update of the Plan has been coordinated with the suggested model drought contingency plan prepared by UTRWD for its Members and Customers, such as the City of Corinth, and is consistent with TCEQ’s model drought contingency plan and the latest requirements outlined below. The provisions and responses outlined in this Plan are intended to be uniformly applied among UTRWD’s Members and Customers.

The City of Corinth uses the following source(s) of water: groundwater pumped plus treated surface water supplied by UTRWD. The total combined amount from these sources is normally sufficient to provide water for residential and commercial customers and to maintain adequate reserve quantities and pressure from storage facilities to meet emergency and firefighting demands.

Drought is a frequent and inevitable factor in the climate of Texas. Therefore, it is vital to plan for the effect that droughts will have on the use, allocation and conservation of water in the region. Drought contingency planning is one critical element of a water supplier’s effort to reduce peak water demands and extend water supplies. The following are the central objectives of this Plan:

- Help assure reliability of water service to retail customers;
- Conserve the available water supply in times of drought and emergency;
- Maintain adequate water supplies for domestic use, sanitation and fire protection;
- Protect and preserve public health, welfare and safety;
- Minimize the adverse impacts of water supply shortages and
- Minimize the adverse impacts of emergency conditions affecting water supply.

SECTION 2

Applicable Rules of Texas Commission on Environmental Quality

TCEQ rules governing the development of drought contingency plans for Municipal Uses by Public Water Suppliers, such as City of Corinth, are contained in Title 30, Part 1, Chapter 288, Subchapter B and Rule 288.20 of the Texas Administrative Code (“TAC”). A copy of these rules is included in Appendix A. The rules define a drought contingency plan as:

“A strategy or a combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”

Minimum Drought Contingency Plan Requirements

The minimum requirements contained in the TAC for drought contingency plans are covered in this Plan as follows:

Rule	Subject	Section
288.20(a)(1)(A)	Informing the Public & Providing Opportunity For Input	Section 3
288.20(a)(1)(B)	Provisions for Continuing Public Education & Information	Section 4
288.20(a)(1)(C)	Coordination with the Regional Water Planning Group	Section 10
288.20(a)(1)(D)	Criteria for Initiation Monitoring & Termination of Stages	Section 7
288.20(a)(1)(E)	Drought and Emergency Response Stages	Section 7
288.20(a)(1)(F)	Targets to be Achieved During Drought	Section 7
288.20(a)(1)(G)	Water Supply & Demand Mgm’t Measures for Each Stage	Section 7
288.20(a)(1)(H)	Procedures for Initiation & Termination of Drought Stages	Section 7
288.20(a)(1)(I)	Procedures for Granting Variances	Section 8
288.20(a)(1)(J)	Procedures for Enforcement of Mandatory Restrictions	Section 9
288.20(a)(2)	Drought Plans for Privately-Owned Utilities	Section 12
288.20(a)(3)	Consultation with Wholesale Suppliers	Section 7
288.20(b)	Notification of Implementation of Mandatory Measures	Section 7
288.20(c)	Review & Update of Plan	Section 11

Also included in this Plan are statements of authorization (Section 5) and application (Section 6).

SECTION 3

Public Involvement

The City of Corinth previously provided opportunity for public input in the development of this Plan by the following means (*add to this list and adapt as needed*):

- Provided written notice of the draft Plan and the opportunity for the public to comment by website or posted notice prior to adoption;
- Made the draft Plan available on the City of Corinth’s website;
- Provided a copy of the draft Plan to anyone requesting a copy and

- Held a public meeting at a time and location convenient to the public and provided written notice to the public concerning the draft Plan and meeting.

SECTION 4

Provisions for Continuing Public Education and Information

The City of Corinth will provide public information about the Plan at least annually, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by any of the following means:

- Prepare bulletins / newsletters describing the Plan and make said bulletins / newsletters available in utility bills, public facilities or other appropriate places;
- Make the Plan and its requirements available on the Corinth's website;
- Include information about this Plan and water conservation on the Corinth's website, and as part of its bulletins / newsletters, public service announcements and media reports and
- Notify local organizations, schools and civic groups that Corinth's staff members are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).

When provisions of the Plan are activated or when a drought response stage changes, The City of Corinth will notify local media of the relevant issues, the appropriate drought response stage and the specific actions required of the public. The provisions of the Plan are mandatory and therefore, TCEQ shall be notified within five (5) business days. The information will also be publicized on the Corinth's website. Billing inserts may also be used as appropriate means of disseminating information to the public.

SECTION 5

Authorization

The City Manager, or official designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety and welfare, and to comply with applicable regulations or contractual requirements. Except as otherwise provided in the Plan, the City Manager, or official designee, shall have the authority to initiate, to enforce and to terminate the measures provided herein for a drought or other water supply emergency. The authority to implement and enforce the Drought Contingency Plan is established in Ordinance No. _____ or Resolution No. _____, as provided in Appendix B.

SECTION 6

Application

The provisions of this Plan shall apply to all persons, customers and property utilizing water provided by City of Corinth. The terms “person” and “customer” as used in the Plan include individuals, corporations, institutions, partnerships, associations and all other legal entities.

SECTION 7

Drought Contingency Plan - - Emergency Response Stages

The City Manager, or official designee, may order the initiation or termination of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Section. The triggering criteria described below are based on the ability of the City of Corinth to deliver treated water to its customers and / or the ability of UTRWD to deliver treated water to the City of Corinth. Water supply and / or demand conditions are monitored by both the City of Corinth and UTRWD on a regular basis to determine when conditions warrant initiation or termination of a drought response stage.

7.1 Initiation of Drought Response Stages

The following actions will be taken when a drought response stage is initiated:

- The public will be notified through local media, the City of Corinth website and other appropriate methods as described in Section 3 above;
- Unless otherwise implemented by UTRWD, City of Corinth will notify UTRWD by telephone with a follow-up letter, e-mail or fax to confirm implementation of any drought response stage and to provide relevant details and
- **The City of Corinth will also notify the Executive Director of the TCEQ within five (5) business days.**

When specific drought response stages are announced by UTRWD, the City of Corinth and other entities receiving water from UTRWD are required to implement the appropriate measures. For other trigger conditions not announced by UTRWD, the City Manager, or official designee, may implement contingency measures based on local conditions affecting the City of Corinth; or for good cause may decide not to order the implementation of a drought response stage or water emergency even though one or more trigger criteria for the stages are met. Various factors are considered when deciding about such stages, including circumstances unique to the City of Corinth, the time of the year, weather conditions, the anticipation of replenished water supplies, use of an alternate water resource or the anticipation that additional facilities will become available on a timely basis to meet needs. The reason for such decision will be documented and communicated to UTRWD for the record.

7.2 Termination of Drought Response Stages

The following actions will be taken when a drought response stage is terminated:

- The public will be notified through local media, the City of Corinth website and other appropriate methods as described in Section 3 above;

- UTRWD will be notified by telephone with a follow-up letter, e-mail or fax to confirm the particular drought response stage has been terminated and
- **The City of Corinth will also notify the Executive Director of the TCEQ within five (5) business days.**

The City Manager, or official designee, may decide not to order the termination of a drought response stage or water emergency even though the conditions for termination of the stage are met. Various factors could influence such a decision about whether to end a specific stage, including circumstances unique to City of Corinth, the time of the year, weather conditions, and conditions within the local water distribution system or anticipation of other relevant factors that warrant continuation of measures for the drought stage. The reason for such decision will be documented and communicated to UTRWD for the record.

7.3 Drought and Emergency Response Stages

A Stage 1 – Water Watch

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has announced Stage 1 – Water Watch, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 75% (25% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 80% (20% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities (a source of raw water to UTRWD) has initiated Stage 1 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 1; or
- Water demand has reached or exceeded [80%] of delivery capacity for three consecutive days; or
- Water demand is **approaching** a level that will cause a reduced delivery capacity for all or part of the distribution system, as determined by City of Corinth or
- The water supply system has a **significant limitation** due to failure of or damage to important water system components.

Goal

Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is five percent (5%) of total daily water use that otherwise would have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to conserve water through mandatory and voluntary measures, and to comply with restrictions on certain non-essential water use as provided below. Specific measures to be implemented during the stage will be determined by the City of Corinth's City Manager, or official designee. The City Manager, or official designee, may also take other actions not listed, if deemed necessary.

- Require reduction of water use through mandatory, maximum two-days-per-week landscape irrigation schedule for automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems. (**Guidance:** *UTRWD Customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers. For example, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems may be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and for locations without addresses, and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9). Apartments, office building complexes or other property containing multiple addresses may be identified by the lowest address number.*)
- Require reduction of water use through mandatory time-of-day landscape irrigation schedule. No outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 10:00 a.m. to 6:00 p.m. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
- Restrict washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle to the use of a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash facility or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time.
- Encourage reduction in frequency of draining and refilling swimming pools.
- Encourage customers to avoid waste during recreational use (water used for leisure and entertainment purposes) from faucets, hoses or hydrants.
- Increase public education efforts on ways to reduce water use.

- Review internal operational conditions and capabilities by the City of Corinth and intensify efforts on leak detection and repair.
- Be alert to internal non-essential water use by the City of Corinth (examples include vehicle washing, operation of ornamental fountains, landscape uses for parks or medians, etc.).

Termination

Stage 1 may terminate when UTRWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 – Water Watch no longer prevail.

B. Stage 2 – Water Warning

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has initiated Stage 2 – Water Warning, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 60% (40% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 65% (35% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities has initiated Stage 2 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 2; or
- Water demand has reached or exceeded [85%] of delivery capacity for three consecutive days; or
- Water demand **has reached** a level that is causing a reduced delivery capacity for all or part of the distribution system, as determined by City of Corinth; or
- The water supply system is **unable to deliver** water at **normal rates** due to failure of or damage to major water system components or
- A significant deterioration in the quality of a water supply, being affected by a natural or man-made source.

Goal

The goal for water use reduction under Stage 2 is a ten percent 10% reduction in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to continue following the mandatory measures to conserve water and to comply with restrictions on certain non-essential water uses as provided below. Specific measures to be implemented during this stage will be determined by the City Manager, or official designee. The City Manager, or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 shall remain in effect during this Stage 2, plus the following incremental or new measures:

- Require reduction of water use through mandatory maximum one-day-per-week landscape irrigation schedule. This includes irrigation of landscaped areas with automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems. (**Guidance:** *UTRWD Customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers.*)
- Prohibit recreational water use (water used for leisure and entertainment purposes) including use of faucets or hoses in such a manner that creates runoff or other wastes.
- Encourage further reduction in draining and filling of swimming pools.
- Further accelerate public education efforts on ways to reduce water use.
- Continue intensified leak detection and repair activities by the City of Corinth on water pipes and mains.
- Reduce internal water use by the City of Corinth, except where water is supplied from treated wastewater effluent (examples include: restrict irrigation to day-of-week watering schedule; no hosing off paved areas, buildings, windows or other hard surfaces; no vehicle washing except on the premises of a commercial car wash).
- Encourage retail customers to wait until the current drought or water emergency situation has passed before establishing new landscaping.
- Initiate engineering studies to evaluate alternatives to mitigate drought conditions should conditions worsen.
- The City of Corinth is restricted to day-of-week and time-of-day landscape watering schedule except for parks and golf courses.

- Require reduction of water use through day-of-week landscape watering schedule for parks and golf courses.
- Announce enforcement efforts and penalties for noncompliance. Enforcement to be primarily based on complaints being received.

Termination

Stage 2 may terminate when UTRWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail. Upon termination of Stage 2, Stage 1 – Water Watch will remain in effect unless otherwise announced by The City of Corinth or UTRWD.

C. Stage 3 – Water Emergency

Requirements for Initiation

The following are key conditions, any one of which may trigger Stage 3:

- UTRWD has initiated Stage 3 – Water Emergency, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below 45% (55% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 50% (50% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities has initiated Stage 3 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 3; or
- Water demand has reached or exceeded [90%] of delivery capacity for three consecutive days; or
- Water demand **exceeds** the delivery capacity for all or part of the distribution system, as determined by City of Corinth; or
- Water supply system is **unable to deliver** water in **adequate quantities** due to failure of or damage to major water system components; or
- Interruption of one or more water supply source(s).
- Natural or man-made contamination of the water supply source that threatens water availability.

Goal

The goal for water use reduction under Stage 3 is a reduction of twenty percent 20% in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Customers will comply with the requirements and mandatory restrictions on non-essential and other water uses as provided below. Specific measures to be implemented during this stage will be determined by the City Manager, or official designee. The City Manager, or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 and Stage 2 shall remain in effect during this Stage 3, plus the following incremental or new measures:

- Outdoor irrigation is prohibited. Irrigation of landscaped areas and building foundations is permitted one day per week between 6:00 p.m. and 6:00 a.m. if it is by means of a hand-held hose, drip irrigation or soaker hose systems. (**Guidance:** *UTRWD customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers.*)
- Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle not occurring on the premises of a commercial vehicle wash facility or commercial service stations is prohibited. Further, such washing may be exempt from these requirements if the health, safety and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and commercial vehicles used to transport food and perisables.
- Prohibit the filling, draining and refilling of water to swimming pools, wading pools, hot tubs, spas and ornamental ponds except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation.
- Suspend issuance of permits for new swimming pools, hot tubs, spas and ornamental ponds.
- Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
- Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.
- Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
- Prohibit non-essential internal water use by the City of Corinth, except where water is supplied from treated wastewater effluent.
- No restrictions on commercial nurseries, construction, patio misters, and for dust abatement.

- Implement a rate surcharge on retail usage.
- Step-up enforcement activities.
- Implement utilization of alternative water sources if available.

Termination

Stage 3 may terminate when UTRWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail. Upon termination of Stage 3, Stage 2 – Water Warning will be initiated, unless otherwise announced by the City of Corinth or UTRWD.

SECTION 8

Variances

The City Manager, or official designee, may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation or fire safety for the public or the person requesting the variance;
- Compliance with this Plan cannot be accomplished due to technical or other limitations and
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances may be granted or denied at the discretion of the City Manager, or official designee. However, no variances shall be granted under any circumstance if the City of Corinth is in Stage 3 – Water Emergency. All petitions for variances should be in writing and should include the following information:

- Name and address of the owner and a licensed Texas irrigator responsible for the variance;
- Purpose of water use;
- Specific provisions from which relief is requested;
- Detailed statement of the adverse effect of the provision from which relief is requested;
- Description of the relief requested including a proposed irrigation plan;
- Monthly report verifying the goal reductions;
- Period of time for which the variance is sought;

- On-call personnel with contact information for 24-hour a day repair response within one hour of notice;
- Alternative measures that will be taken to reduce water use;
- Other pertinent information.

SECTION 9

Enforcement

Mandatory water use restrictions are imposed in Stages 1, 2 and 3 of the Plan. These mandatory water use restrictions will be enforced by any combination of warnings, reconnection fees, suspension of service, monetary penalties, citations and fees as follows and authorized by the governing body:

- On the first violation, customers will be notified by a sign or door-hanger that they have violated the mandatory water use restriction;
- On the second violation, the City of Corinth may request the resident to disconnect its irrigation system; or, if the resident doesn't comply with said request, the City of Corinth may disconnect said irrigation system. In addition, Corinth may post notification of violation with reconnection fees and possible monetary penalties;
- On the third violation, the City of Corinth will disconnect water service and post notification of violation with reconnection fees, fines and / or citations;
- The City of Corinth maintains the right, at any violation level, to disconnect irrigation systems and / or total water services to a customer with reconnection fees and possible monetary penalties authorized by action of the governing body and
- The City Manager or official designee may implement any provision of the enforcement process of this Plan.
- Any police officer having jurisdiction may issue a citation for any violation.

SECTION 10

Coordination with Regional Water Planning Group, UTRWD and Others

The City of Corinth has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's drought contingency plan. The City of Corinth sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan to UTRWD for review and approval. After adoption, Corinth sent the final ordinance(s) or resolution(s) and the Plan to UTRWD. Appendix C includes a copy of a letter sent to the Chair of the Region C Water Planning Group along with the City of Corinth's Plan.

SECTION 11

Review and Update of Drought Contingency Plan

As required by TCEQ rules, the City of Corinth will review and update this Plan every five years. The Plan will be updated as appropriate based on new or updated information, such as the adoption or revision of the regional water plan or based on new or updated information related to Corinth's service area, population, water supply, transmission system - - and, for compliance with UTRWD requirements. The next revision of the drought contingency plan must be prepared, adopted and submitted to TCEQ's Executive Director not later than [Date] (*Date is five years from the adoption of the Drought Contingency Plan by each entity*). Any revised Plan must be submitted to TCEQ within 90 days of adoption by the community water system.

SECTION 12

Drought Contingency Plans For Privately-Owned Water Utilities

Any privately-owned or independent water utilities that are located within the service area of Corinth shall prepare a drought contingency plan in accordance with TCEQ requirements contained in the TAC, Title 30, Part 1, Chapter 288, Subchapter B and Rule 288.20, and incorporate such plan into their tariff.

APPENDICES

- Appendix A. TCEQ Minimum Requirements of a Drought Contingency Plan – Subchapter B, Rule 288.20
- Appendix B. Copy of Ordinance, order or resolution adopted by City Council or Governing Board Implementing the Drought Contingency Plan
- Appendix C. Coordination with Regional Planning Group

APPENDIX A
TCEQ Minimum Requirements of a
Drought Contingency Plan for Municipal Uses by Public Water Suppliers
(Subchapter B, Rule §288.20)
Effective October 7, 2004

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

(i) reduction in available water supply up to a repeat of the drought of record;

(ii) water production or distribution system limitations;

(iii) supply source contamination; or

(iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(i) curtailment of non-essential water uses; and

(ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

APPENDIX B
Copy of Ordinance or Resolution Adopted
by City Council or Governing Body

APPENDIX C
Coordination with Regional Planning Group

**UPPER TRINITY REGIONAL WATER DISTRICT
Draft Model Water Conservation Plan
February 2019**

**Comments on Upper Trinity's Draft Model Water Conservation Plan
Requested by March 25**

Upper Trinity is pleased to provide this draft of its updated Model Water Conservation Plan. Certain utilities are required to update their respective Water Conservation Plans and submit those to the Texas Commission on Environmental Quality and/or the Texas Water Development Board, according to state law. Evaluating and updating Water Conservation Plan are a good practice to evaluate the effectiveness of the programs and practices that respective utility has implemented to reduce peak and total water usage in its service area.

If you have any comments or questions, please forward to Blake Alldredge at balldredge@utrwd.com by March 25, 2019.

Water Conservation Plan for City of Corinth 03/27/2019

SECTION 1

Introduction and Objectives

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water. Additional supplies to meet higher demands will be expensive and difficult to develop. Therefore, it is important that we make efficient use of existing supplies to minimize the need for new resources.

Effective water conservation can postpone or reduce the need for development of new water supplies, minimize the associated environmental impacts and reduce the high cost of water supply development. Even with robust conservation measures, new sources of water will be needed; conservation alone is not enough. To respond to the growing population of this region, the planning for new water resources must continue. City of Corinth considers water conservation (including reuse of reclaimed wastewater) an integral part of this planning process and water supply development process.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (“TCEQ”) has promulgated guidelines and requirements governing the development of water conservation plans for Public Water Suppliers. City of Corinth developed its original plans for water conservation and drought contingency on January 23, 2004, later amended in May 21, 2009, April 17, 2014. This update of the Water Conservation Plan (the “Plan”) has been coordinated with the suggested model water conservation plan prepared by Upper Trinity Regional Water District (“UTRWD”) for its Members and Customers, such as the City of Corinth; and is consistent with the latest TCEQ requirements outlined below.

Water is a basic tenant in all aspects of sustainability. Water conservation is one critical element of a water supplier’s effort to meet future water supply needs, in an economical manner and without sacrificing quality of life standards. The following are the central objectives of this Plan:

- Reduce water consumption from levels that would prevail without conservation efforts;
- Reduce the loss and waste of water, as evidenced by per capita use;
- Provide support and incentives to retail customers to maintain and continue sound conservation practices;
- Continue to improve efficiency in the use of water and
- Extend the adequacy of current water supplies by reducing the pace of growth in the annual demand for water.

1.1 Texas Commission on Environmental Quality Rules

TCEQ rules governing the development of water conservation plans for Public Water Suppliers, such as City of Corinth, are contained in Title 30, Part 1, Chapter 288, Subchapter A and Rule 288.2 of the Texas Administrative Code (“TAC”). A copy of these rules is included in Appendix A. The rules define a water conservation plan as:

“A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.”

New rules amending 30 TAC Chapter 288 were approved by TCEQ commissioners on November 14, 2012 and made effective on December 6, 2012. The following is a summary of the key changes:

- A utility profile must be prepared in accordance with the Texas Water Use Methodology; water use data must include total gallons per capita per day (GPCD) **and** residential GPCD;
- All Public Water Suppliers must classify water sales and uses into the most detailed level of water use data currently available to the record management system (e.g., (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale);
- Five-year and ten-year targets for water savings must include goals for municipal use in total GPCD **and** residential GPCD and
- The term “unaccounted-for uses of water” is replaced with “water loss.”

A. Minimum Water Conservation Plan Requirements

The minimum requirements for water conservation plans for municipal uses by Public Water Suppliers required by TCEQ are summarized below.

- *Utility Profile:* In accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total GPCD and residential GPCD), water supply system data and wastewater system data. (Section 2)
- *Record Management System:* Allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the following sectors: (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale). (Section 3)
- *Goals:* Specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use, in total GPCD and residential GPCD. The goals established by a Public Water Supplier are not enforceable under this subparagraph. (Section 4)
- *Accurate Metering Devices:* Metering devices have an accuracy of plus or minus five percent (5%) for measuring water diverted from the source of supply. (Section 5.1)
- *Universal Metering, Testing, Repair and Replacement:* A program for universal metering of both customer and public uses of water, for meter testing and repair and for periodic meter replacement. (Section 5.2)

- *Determination and Control of Water Loss:* Specific measures to determine and control water loss. The measures may include periodic visual inspections along distribution pipelines, periodic audits of the water system for illegal connections or abandoned services. (Section 5.3)
- *Continuing Public Education Program:* A continuing public education and information program regarding water conservation is required as part of the Plan. (Section 5.4)
- *Non-Promotional Water Rate Structure:* A water rate structure that is not “promotional,” that is, rates that discourage waste and excessive use of water such as increasing block rate instead of volume discounts. (Section 5.5)
- *Landscape Water Management Strategy:* Implementing and achieving the efficient use and stewardship of water in landscape irrigation, including watering a maximum of two times per day and time-of-day watering provisions. It is an optional strategy within the TCEQ regulations. However, UTRWD recommends that City of Corinth implement a landscape water management ordinance as part of the Plan. (Section 5.6)
- *Reservoir Systems Operational Plan:* If applicable, providing for the coordinated operation of reservoirs owned by the water supply entity within a common watershed or river basin in order to optimize available water supplies. (Section 5.7)
- *Means of Implementation and Enforcement:* The regulations require a strategy for implementing and enforcing the provisions of this Plan, as evidenced by an ordinance, resolution or tariff, and a description of the authority by which the Plan is enforced. (Section 8)
- *Coordination with Regional Water Planning Group:* Document that the Plan has been coordinated with the Regional Water Planning Group to ensure consistency with the appropriate approved regional water plan. (Section 9)

B. Additional Requirements for Larger Public Water Suppliers

Water conservation plans for municipal uses by Public Drinking Water Suppliers serving a population of 5,000 or more and/or a projected population of 5,000 or more within the 10 years subsequent to the effective date of this Plan must include the elements summarized below.

- *Program of Leak Detection, Repair and Water Loss Accounting:* A program of leak detection, repair and water loss accounting for the water transmission, delivery and distribution system in order to control for water loss. (Section 6.1)
- *Wholesale Customer Requirements:* If applicable, a requirement in every wholesale water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in Title 30 TAC Chapter 288. (Section 6.2)

C. Enhanced Water Conservation Program Strategies

TCEQ rules identify the following strategies as optional, if they are necessary to achieve the stated water conservation goals of the Plan.

- Conservation-oriented water rates and water rate structures (Section 5.5);

- Adoption of ordinances, plumbing codes and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition (Section 7.1);
- A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;
- Reuse and/or recycling of wastewater and/or gray water, where feasible and appropriate (Section 7.2);
- A program for pressure control and/or reduction in the distribution system and/or for customer connections (Section 7.3);
- A method for monitoring the effectiveness and efficiency of the Plan (Section 7.4 and Section 10) and
- Any other water conservation practice, method or technique which the Public Water Supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan (Section 7.5 – 7.10).

This Plan sets forth a program of long-term measures under which the City of Corinth can improve the overall efficiency of water use and conserve its water resources. Short-term measures that respond to specific water management conditions (i.e., periods of drought, unusually high water demands, unforeseen equipment or system failure or contamination of a water supply source) are provided in the City of Corinth’s Drought Contingency Plan.

SECTION 2

Water Utility Profile

Appendix B to this Plan provides the utility profile as recommended by TCEQ. The utility profile must be in accordance with the Texas Water Use Methodology developed by the Texas Water Development Board (“TWDB”) and TCEQ to include information regarding population and customer data, water use data, water supply system data (including total GPCD and residential GPCD) and wastewater system data. A copy of the utility profile for City of Corinth will also be provided to UTRWD.

SECTION 3

Record Management System

City of Corinth’s current record management system can classify water use data into the following sectors: residential (single family and multi-family), commercial, institutional, industrial, agricultural and wholesale. When City of Corinth upgrades its software, which is expected to occur 2109, City of Corinth will purchase software capable of reporting detailed water use data to include all sectors (residential, commercial, institutional, industrial, agricultural and wholesale).

Guidance. *Public Water Suppliers must classify water sales and uses into the most detailed level of water use data currently available to the record management system (e.g., (i) residential (single*

family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale). If Public Water Suppliers' current record management system is not able to capture water sales and uses at this detailed level, Public Water Suppliers do not need to purchase new software immediately, but will need to purchase the appropriate software when upgrading.

SECTION 4

Water Conservation Planning Goals

TCEQ rules require the adoption of specific water conservation goals as part of the Plan. City of Corinth has developed 5-year and 10-year target water saving goals (see Table 4.1 below) for municipal use in total GPCD and residential GPCD. Specific water conservation strategies are discussed in the subsequent sections of this Plan. The goals of this Plan include the following:

- Maintain accurate supply source metering to measure and account for the amount of water diverted from the source of supply;
- Maintain a program of universal metering, meter replacement and repair and periodic meter replacement;
- Maintain the level of water loss in City of Corinth's water system below 15% annually;
- Raise public awareness of water conservation and encourage responsible public behavior through a coordinated public education and information program;
- Continue to implement a water rate structure to encourage water conservation;
- Implement and enforce the Plan by officially adopting the Plan through an ordinance / resolution / tariff, describing the authority by which City of Corinth will implement and enforce the Plan and documenting coordination with the Region C Water Planning Group;
- *(applicable to larger Public Water Suppliers)* Maintain a program of leak detection and repair;
- Decrease waste in lawn irrigation by implementing and enforcing landscape water management regulations and
-

**Table 4.1
Municipal Per Capita Target Water Saving Goals**

	Historic 5-yr Average	Baseline	5-yr Goal for year 2024	10-yr Goal for year 2029
Total GPCD ¹	138	138	135	132
Residential GPCD ²	100	100	97	94
Water Loss (GPCD) ³	9	9	6	4
Water Loss (%) ⁴	7%	7%	5%	3%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

Guidance. Utilities can use the Texas Water Development Board Municipal Water Conservation Planning Tool to help determine 5 and 10-year water use goals. The Tool can also help utilities determine the effectiveness of certain best management practices in reducing water usage. The Tool can be downloaded from the TWDB website.

SECTION 5

Basic Water Conservation Strategies

This section outlines the City of Corinth’s basic water conservation program strategies that are planned to be implemented to achieve or exceed the stated water conservation goals above.

5.1 Accurate Supply Source Metering

The City of Corinth uses the following source of water: treated surface water supplied by UTRWD.

For surface water, UTRWD measures all water delivered to City of Corinth using meters with an accuracy of plus or minus two percent (2%) in accordance with American Water Works Association (“AWWA”) standards. Said meters are calibrated annually in accordance with AWWA standards. When necessary, UTRWD repairs or replaces meters not conforming to an accuracy of plus or minus two percent (2%).

5.2 Universal Metering, Meter Testing and Repair and Periodic Meter Replacement

Water usage for all customers of the City of Corinth, including public and governmental users, is metered. The City of Corinth will continue to implement its meter testing and calibration program of its service connections to identify any water loss and to determine if the meter readings are outside the acceptable range according to AWWA standards (*Describe program, e.g., testing schedule, etc.*).

Meters registering any unusual or questionable readings are tested for accuracy. Inaccurate meters are repaired or replaced as needed. City of Corinth replaces meters at 10 to 15-year intervals depending on meter size. Repair or replacement of larger general service meters is generally provided at 5-year intervals.

The City of Corinth understands the benefits of Advanced Metering Infrastructure (AMI), including greater customer service opportunities and alerting retail customers of potential leaks. The City of Corinth has implemented an AMI metering system.

5.3 Determination and Control of Water Loss

Water loss is the difference between the amount of water produced or received and the amount delivered to retail, public and governmental users - - plus authorized but unmetered uses. Water loss can include several categories:

- Inaccuracies in retail meters;

- Accounts which are being used but have not yet been added to the billing system;
- Losses due to water main breaks and leaks in the water distribution system;
- Losses due to illegal connections and theft and
- Unmetered uses such as firefighting, flushing water mains and water for public buildings and water treatment plants.

Measures to control water loss are part of the routine operations of the City of Corinth. Field crews and other personnel are expected to look for and report evidence of leaks in the water distribution system. Personnel are trained to watch for and report signs of illegal connections so they can be quickly addressed.

Water loss is calculated in accordance with the water utility profile in Appendix B. With the measures described in this Plan, the goal for the City of Corinth is to maintain its water loss below fifteen percent (15%) annually. If water loss exceeds this goal, the City of Corinth will complete an audit of its water distribution system to determine the source(s) of and reduce the water loss.

According to the Texas Water Code Section 16.0121, all retail public water suppliers are required to submit a water loss audit once every five years. Retail public water suppliers with either an active financial obligation with the TWDB or having more than 3,300 connections must submit a water loss audit every year. The City of Corinth will complete the water loss audit 1 every year(s) as required and will be the primary tool that will be used to monitor water loss.

5.4 Continuing Public Education and Information Program

The ultimate success of any water conservation program is dependent on an informed public. Individual retail customers must have an awareness of the benefits and needs for water conservation. They must also have knowledge of how to contribute to the success of the Plan. Corinth's public education and information program, including dedicated staff for this program, is designed to provide information to as many retail customers as possible. Corinth works in collaboration with UTRWD to provide this information. City of Corinth will promote its water conservation strategies outlined in this Plan as well as the measures and activities discussed below.

- Informative School Program. Provide water conservation information to area schools. This may consist of providing literature and coloring books, classroom presentations, demonstrations, etc. Staff may also coordinate with local schools to have Upper Trinity staff make presentations and demonstrations about water conservation and watershed protection, including an Enviroscape watershed model, rainfall simulator, stream erosion trailer, etc.
- Literature Program. Insert water conservation information with water bills at least twice per year as well as make information available to the public at utility offices or other public places. Information may include material developed by Corinth's staff using material

obtained from UTRWD, AgriLife Water University, TWDB, TCEQ and other sources that pertain to water conservation in general and specific to landscape irrigation conservation.

- Special Events and Promotions. Make available promotional / educational items at special events focusing on water conservation in the landscape, home and business. Items may include Texas SmartScape® bookmarks, water bottles, toilet-leak test kits, water conservation coloring books, etc.
- Make information on water conservation available on Corinth's website and include links to sites with good information about water conservation, such as to Texas SmartScape, AgriLife Water University, TWDB and TCEQ.
- Speaking Engagements. Notify local organizations, schools and civic groups that Corinth's staff, and staff of UTRWD, are available to make presentations on the importance of water conservation and the best ways to save water.

As a demonstration project, UTRWD maintains a water conservation garden to showcase the beauty and practicality of a water-conserving landscape. The conservation garden includes over 100 varieties of plants that are either native to North Texas or well adapted to the area and is available for use by the City of Corinth, garden clubs, developers or other civic groups who desire to advance their knowledge and use of water conservation practices in home and business landscapes.

Other best management practices that may be included as part of the public education and information program:

5.5 Non-Promotional Water Rate Structure

The City of Corinth has adopted an increasing block water rate structure that is intended to encourage water conservation and discourage waste and excessive use of water.

5.6 Landscape Water Management Program/Ordinances

The City of Corinth seeks to promote the efficient use and stewardship of water and to help UTRWD provide a consistent message throughout its service area. Corinth has implemented the following landscape water management strategies:

- Time of Week. Limit outdoor watering (automatic systems or hose-end sprinklers) to no more than two (2) times per week. Watering with hand-held hoses, soaker hoses or drip irrigation is allowed at any time.
- Time of Day Watering. No outdoor watering with automatic irrigation systems or hose-end sprinklers from 10:00 a.m. to 6:00 p.m. each day beginning June 1 and ending September 30 of each year. Watering with hand-held hoses, soaker hoses or drip irrigation systems is allowed at any time.

These strategies are intended to be actively promoted by Corinth through public information programs for voluntary compliance by its customers. These strategies become mandatory and enforceable under the Drought and Emergency Response Stages 1 through 3.

In addition, City of Corinth and UTRWD have implemented the 'Water My Yard' outdoor watering management program to City of Corinth's area. The 'Water My Yard' website, WaterMyYard.org, allows residents to receive weekly lawn watering recommendations, which are given in minutes. Recommendations are based on data from three weather stations that UTRWD maintains, as well as the landscape's needs, to prevent unnecessary overwatering. 'Water My Yard' is provided at no cost to residents, and City of Corinth will promote 'Water My Yard' in utility bills, newsletters and websites as appropriate.

Guidance. *For many utilities, water use rises 50% or more during summer months, taking a toll on water treatment and delivery infrastructure and available water resources. Managing peak season water demand is a component of water sustainability. As part of the development of this Plan, UTRWD recommends the implementation of landscape water management strategies consistent with UTRWD. The strategies are intended to reduce waste in landscape irrigation and peak water demands.*

Additional strategies that may be adopted to reduce waste in landscape irrigation include:

- *Require all new irrigation systems include rain and freeze sensors;*
- *Require all new irrigation systems be in compliance with state design and installation standards (TAC Title 30, Part 1, Chapter 344);*
- *Prohibit the operation of irrigation systems that spray directly onto impervious surfaces such as sidewalks and roads or onto other non-irrigated areas;*
- *Require well maintained automatic irrigation systems to avoid waste of water, such as repairing broken sprinkler heads, or leaking or broken valves or pipes;*
- *Prohibit outdoor watering during any form of precipitation and during freezing temperatures and;*
- *Enforce strategies by a system of warnings followed by fines for continued or repeat violations.*

5.7 Reservoir Systems Operations Plan

Not applicable- The City of Corinth does not own a reservoir.

Guidance. *A reservoir systems operations plan is required only for those Public Water Suppliers that own reservoirs within a common watershed or river basin. The purpose of this requirement is to provide for the coordinated operation of these reservoirs to optimize available water supplies.*

SECTION 6

Requirements for Larger Public Drinking Water Suppliers

Water conservation plans for municipal uses by Public Drinking Water Suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the ten (10) years subsequent to the effective date of this Plan must include the elements below.

6.1 Leak Detection, Repair and Water Loss Program

Most water leaks, illegal connections, abandoned water services or other means of water loss are discovered through the visual observation of field crews and other personnel, or are reported by the public. The City of Corinth trains its personnel (e.g., meter readers, maintenance crews, etc.) to look for and report evidence of water leaks in the water distribution system to the appropriate department. Personnel are asked to watch for and report signs of illegal connections and abandoned services. All leaks are repaired as soon as possible, and all illegal connections and abandoned services are investigated as soon as possible in order to maintain a sound water system. Areas of the water distribution system in which numerous leaks and line breaks occur are programmed for replacement, as funds are available.

Specialized, state-of-the-art leak detection equipment is available to utilities in Texas to borrow free of charge from the Conservation Division of the TWDB to reduce water loss by detecting water leaks within the water distribution system.

Guidance. *All retail public water suppliers are required to submit a water loss audit once every five years. The first year for this requirement was 2005, then 2010, and the next predetermined scheduled audit for this requirement is for the year 2020 and is due by May 1, 2021. Even if a retail supplier submitted a water loss audit in a non-required year, they are still required to submit one for 2020, per Texas Water Code Section 16.0121.*

Additionally, any retail water supplier that has an active financial obligation with the Texas Water Development Board, or has more than 3,300 connections, are now required to submit an audit annually. The annual water loss audits are due on May 1st. Water loss audits must be completed by personnel trained to conduct water loss auditing. The TWDB provide in-person training and is also required to make the training available on the TWDB website.

6.2 Water Conservation Plans by Wholesale Customers

Not applicable to the City of Corinth because Corinth does not have any successive wholesale customers.

Guidance. *Every contract for the wholesale of water that is entered into, renewed or extended after the effective date of this Plan will include a requirement that the wholesale customer develop and implement a water conservation plan meeting the requirements of 30 TAC Chapter 288 and including similar and consistent strategies as provided in the Plan. However, prior to entering into a contract to provide wholesale service, entities are required to gain authorization from the UTRWD Board of Directors.*

SECTION 7

Additional Water Conservation Strategies

The City of Corinth has selected the following additional water conservation strategies, described below, to achieve the water conservation goals of the plan.

7.1 Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures

The State of Texas has required water-conserving fixtures in new construction and renovations since 1992, with standards updated in 2010 (Texas Administrative Code, Title 30, Section 290.252). The State's standards call for flows of no more than 2.2 gallons per minute (gpm) at a pressure of 60 pounds per square inch (psi) for faucets, 2.5 gpm for showerheads at 80 psi, 1.28 gallons per flush for toilets, 0.5 gallons per flush for urinals, and 1.6 gpm for commercial pre-rinse spray valves. Similar standards are now required nationally under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. City of Corinth has or will incorporate these plumbing code standards into its building regulations.

Over the next five (5) years, the City of Corinth plans to evaluate the feasibility and merits of an optional rebate program to encourage replacement of older fixtures with water conserving fixtures. A rebate program may include one or more of the following concepts:

- High-efficiency toilet replacement and rebate;
- Pressure reduction in the system or for individual customers;
- Rain/freeze sensors for irrigation systems;
- Smart controllers for irrigation systems;
- High-efficiency showerhead and sink aerators replacement;
- High-efficiency clothes washer rebates or
- Other water conservation incentive programs.

7.2 Reuse and Recycling of Wastewater and / or Gray Water

The City of Corinth cooperates with UTRWD in the promotion of and achieving reuse of treated effluent on a regular basis.

7.3 Pressure Control Program

The City of Corinth has determined a reasonable system pressure for each pressure zone in its retail distribution system and has installed internal pressure control stations and customer service pressure regulators where needed.

7.4 Means for Measuring Success

The City of Corinth will make every effort to measure and quantify water savings achieved through its programs. The water saving results will be used to monitor the effectiveness and efficiency of Corinth's water conservation program. The results will also be regularly reported to UTRWD.

7.5 Water Conserving Landscaping

As part of its public education program, the City of Corinth encourages its retail customers to incorporate Texas SmartScape® principles into their respective landscapes. Texas Smartscape was developed through the North Central Texas Council of Governments in cooperation with cities, utilities and other agencies to educate citizens on the ecological, economic and aesthetic benefit of using landscape plants, shrubs, grasses and trees that are native or adapted to the regional climate and local conditions. Using Texas Smart Scape principles can be both practical and beautiful, using earth-friendly techniques that conserve water resources and protect water quality.

7.6 Watershed Protection

Protecting our watershed is a priority need for every citizen and every community. As a double benefit, strategies that promote water conservation also tend to protect the quality of water resources. Using earth-friendly techniques, such as native and adaptive plant materials and organic techniques for landscaped areas, requires less water and less use of fertilizers, pesticides and other chemicals. Overuse or improper use of fertilizer, pesticides and other chemicals from landscape activities is also a major source of pollutants that find their way into water resources.

The City of Corinth is participating in UTRWD's coordinated program for watershed protection aimed at educating the public about protecting local watersheds and water quality. To help communicate the important role that watersheds have in the water supply for this region, UTRWD created a watershed logo and sign for Customers', such as Corinth, use. Corinth has installed 30 watershed signs along roadways / waterways as a constant reminder that we need to keep our watersheds clean.

Guidance. In 2015, Upper Trinity partnered with Denton County and the Upper Trinity Conservation Trust to develop the Denton County Greenbelt Plan ("Plan"). The Plan identifies greenbelt corridors (the vegetated areas along creeks, rivers and lakes) that are in need of preservation in order to protect water quality in the three major water supply reservoirs in Denton County. The Plan serves as a guide for municipalities, developers, landowners and others and outlines strategies that can be used to protect and preserve greenbelts in their respective areas. The Plan is voluntary in nature and can be implemented according to the needs of the stakeholders adopting the Plan. The Plan Sponsors continue to encourage the implementation of the Plan throughout the County by establishing and maintaining a Coordinating Committee, made up of a diverse group of stakeholders, to champion the Plan for years to come.

The City of Corinth has adopted the Denton County Greenbelt Plan and is evaluating various strategies to implement in Corinth's respective area. Corinth is also participating on the Coordinating Committee to encourage other municipalities to adopt the Plan as well.

7.5 Irrigation System Evaluations / Technical Assistance

To improve water conservation and efficiency in landscape watering practices, the City of Corinth, in cooperation with UTRWD, provides technical assistance to retail customers (residential, industrial, commercial and institutional). The City of Corinth has partnered with UTRWD to provide irrigation system evaluations to retail customers at no cost. During the evaluation, the licensed irrigator may identify potential system leaks, diagnose equipment malfunctions and recommend equipment upgrades to enhance water efficiency. During the evaluation, education about good landscape watering practices and the use of earth-friendly materials is also shared with the retail customer.

7.6 Industrial, Commercial and Institutional (ICI) Audits

The City of Corinth, in coordination with UTRWD, offers an outreach program to assist large water users find ways to operate more efficiently, save water and energy and lower their costs. Water savings are realized as the ICI customers implement audit recommendations. In addition to these audits, ICI customers who have implemented said recommendations and have taken proactive steps in using water more wisely and efficiently are publicly recognized.

In 2018, the Denton County Commissioners Court entered into an agreement to make the Property Assessed Clean Energy (PACE) financing program available to non-residential property owners. The PACE program provides low cost, long-term financing for energy and water efficiency upgrades for commercial, industrial, institutional and multi-family properties. The City of Corinth may promote this to ICI customers to encourage water use reduction.

7.9 In-House Water Conservation Efforts

The City of Corinth has implemented an in-house water conservation program, including the following elements:

- Corinth uses native or adapted drought tolerant plants, trees and shrubs in most of its landscapes;
- Irrigation at Corinth's facilities occurs during off-peak times at night and early morning to avoid evaporation losses;
- Irrigation is limited to the amount needed to promote survival and health of plants and lawns, including limitation on frequency and time-of-day watering (see Section 5.6);
- Irrigation will be avoided on Saturday and Sunday if possible, since these are periods of high water use by the public and
- Irrigation will be accomplished with treated wastewater effluent wherever feasible and practicable.

7.10 Water Conservation Coordinator

UTRWD has requested each Customer, such as City of Corinth, designate a Water Conservation Coordinator. State law now requires utilities with 3,300 connections or more to designate a Water Conservation Coordinator, according to Section 13.146 of the Texas Water Code. The Conservation Coordinator is responsible for the preparation, implementation and enforcement of City of Corinth's water conservation and drought contingency plans, as well as the preparation and submittal of annual conservation status reports and implementation of City of Corinth's conservation program.

SECTION 8

Implementation and Enforcement

A copy of the City of Corinth's ordinance / resolution / tariff indicating official adoption of the water conservation plan is provided in Appendix C. The Water Conservation Coordinator is authorized to implement and enforce the Plan as described in Section 7.10. Such responsibilities may involve:

- Overseeing the execution and administration of all Plan elements;
- Supervising the keeping of records for the program verification and to assess the program effectiveness and
- Making recommendations for changes in the Plan as needed.

SECTION 9

Coordination with Regional Water Planning Group and UTRWD

The City of Corinth has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's water conservation plan. City of Corinth sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan and the water utility profile to UTRWD for review and approval. After adoption, City of Corinth sent the final ordinance(s) or resolution(s), the Plan and the adopted water profile to UTRWD. Appendix D includes a copy of the letter sent to the Chair of the Region C Water Planning along with City of Corinth's Plan.

SECTION 10

Review and Update of Water Conservation Plan and Annual Reports

As required by TCEQ rules, the City of Corinth will review and update this Plan every five (5) years. The Plan will be updated as appropriate based on an assessment of previous five-year and ten-year targets and any other new or updated information. The next revision of the Plan is due by May 1, 2019. Any revised Plan must be submitted to the TCEQ within 90 days of adoption and include an implementation report as provided in Appendix E. The revised plan must also be submitted to the TWDB within 90 days of adoption.

The City of Corinth is also required to submit an annual report. Annual reports are due to TWDB by May 1 of each year to report City of Corinth's progress in implementing its water conservation plan. Said report will be used to monitor the effectiveness and efficiency of Corinth's water conservation program. The results of the annual report may also be used to plan conservation-related activities for the following year. Corinth will send a copy of the annual report to UTRWD by March 31 of each year.

CONSENT ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019
Title: Consider abandonment and release of utility easement 1 on the Crosspointe Development
Submitted For: Helen-Eve Liebman, Director **Submitted By:** George Marshall, Engineer
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development

AGENDA ITEM

Consider approval of an ordinance of the City of Corinth, Texas abandoning a sanitary sewer easement recorded in the Denton County Land Records at DR Volume 190, Page 357, and more specifically described in Exhibit "A"; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

History:

Along with the previously approved Final Plat for the Crosspointe Subdivision there are three existing easements dedicated to the City for utility lines that at one time crossed this tract of land. It was determined by the legal team that Council must take action and authorize an ordinance to abandon the City's rights to the easements.

Analysis:

Upon review of the construction plans, final plat, existing utilities, abandoned utilities, and future needs for the City, staff has determined that the easements in question no longer serve the City's needs. That the proposed Final Plat and construction plans provide sufficient needs to provide safe and efficient utilities to the area.

RECOMMENDATION

The Planning and Development Department recommends approval of the ordinance to abandon the existing easement.

Attachments

Ordinance - Vol 190, Pg 357
Crosspointe Final Plat - Highlighted Easements

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ABANDONING A SANITARY SEWER EASEMENT RECORDED IN THE DENTON COUNTY LAND RECORDS AT DR VOLUME 190, PAGE 357, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, TO SERVE AS A QUITCLAIM DEED AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ABANDONMENT OF THE EASEMENT; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF CORINTH AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to divest itself of any and all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

WHEREAS, Crosspointe Lot Venture, LLC is the owner of an approximate 6.380 acre tract of land situated in the E. Marsh Survey, Abstract 833, City of Corinth, Denton County, Texas, as depicted in a Final Plat dated June 21, 2018 (the “Property”); and

WHEREAS, Crosspointe Lot Venture, LLC (the “Property Owner”) has requested that the City abandon a certain Sanitary Sewer Easement on the Property that was previously granted to the City of Corinth and that is recorded in the **Denton County Land Records at DR Volume 190, Page 357**, and more specifically described in **Exhibit “A”**, a copy of which is attached hereto and incorporated herein, which Easement is identified as Document # 2006-96886 and as Document # 2006-56329 in the Denton County Land Records (the “Sanitary Sewer Easement” or “Easement”); and

WHEREAS, the City Council has determined that no public infrastructure is located within the Easement, and that the Easement as located upon the Property is not necessary for future use by the City for the location of public infrastructure, and thus the City Council finds that abandonment of the Easement as requested by the Property Owner is appropriate; and

WHEREAS, the City Council has determined it appropriate to adopt this Ordinance abandoning and quitclaiming to the Property Owner any and all interest in the Easement described in **Exhibit “A”** hereto;

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

SECTION 1.

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

SECTION 2.

That the City of Corinth hereby abandons the Sanitary Sewer Easement as more specifically described in **Exhibit "A"** hereto and filed in the **Denton County Land Records at DR Volume 190, Page 357**, a copy of the recorded Easement document being attached hereto and included as part of **Exhibit "A"** and the City does hereby quitclaim in favor of Property Owner Crosspointe Lot Venture, LLC, such Sanitary Sewer Easement.

SECTION 3.

That the Sanitary Sewer Easement is abandoned, vacated, and closed, insofar as the right title and interest of the public to such easement are concerned. That the City of Corinth does not abandon any other interest other than that described in **Exhibit "A"**, but does hereby abandon all of its right, title and interest in and to that certain Easement described in **Exhibit "A"**, together with any and all improvements thereon.

SECTION 4.

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to Crosspointe Lot Venture, LLC, and the recording of this abandonment ordinance in the real property records of Denton County, Texas shall serve as the quitclaim deed of the City of Corinth, Texas to Crosspointe Lot Venture, LLC, of all right, title, or interest of the City of Corinth in and to the Easement described in **Exhibit "A"**. The City Manager is further authorized to execute any additional documents necessary to effect the abandonment of the Easement.

SECTION 5.

As a condition of this abandonment and as a part of the consideration for the quitclaim to Grantee herein, Grantee agrees to indemnify, defend, release and hold the City of Corinth whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of or be occasioned by or from, the abandonment, closing, vacation, and quitclaim by the City of Corinth of the Easement described in **Exhibit "A"** and the Grantee hereby agrees to defend any and all suits, claims, or causes, of action brought against the City on account of the same, and to discharge any judgment or judgments that may be rendered against the City of Corinth in connection therewith.

SECTION 6.

This Ordinance shall take effect from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
CORINTH, TEXAS** on this _____ day of _____, 2019.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"

Being a tract of land situation in the Edwin Marsh Survey, Abstract No. 833, Town of Corinth, Denton County, Texas, and being a part of that certain tract or parcel of land as monumented on the ground and described by deed to Louanna Griffith and V.T. Griffith according to the deed filed of record in Volume 190, Page 357, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a ½ iron rod found in the south line of that tract of land conveyed to Hillwood/Corinth, Ltd. according to the deed filed of record in Volume 190, Page 357, Deed Records of Denton County, Texas, near the intersection of Tower Ridge Road, and Meadow Oaks Drive, for the northeast corner of said Griffith tract;

THENCE North 89°53'53" West, along the north line of said Griffith tract, and the south line of said Hillwood/Corinth tract, a distance of 434.76 feet to the **PLACE OF BEGINNING** of this easement tract;

THENCE South 13°34'23" East, a distance of 387.56 feet to a point for a corner of this easement;

THENCE South 57°44'23" West, a distance of 101.95 feet to a point for a corner of this easement;

THENCE North 00°22'55" East, a distance of 23.75 feet to a point for a corner of this easement;

THENCE North 57°44'23" West, a distance of 74.79 feet to appoint for a corner of this easement;

THENCE North 13°34'40" West, a distance of 378.08 feet to a point in the north line of said Griffith tract and the south line of said Hillwood/Corinth tract, for a corner of this easement;

THENCE South 89°53'53" East, along the north line of said Griffith tract and the south line of said Hillwood/Corinth, tract, a distance of 20.58 feet, to the **PLACE OF BEGINNING** and containing 9.423.5 square feet, or .22 acres of land more or less, and being subject to any and all easements that may affect.

EXHIBIT "B"

Louanna Griffith and V.T. Griffith
20' Sanitary Easement

Edwin Marsh Survey
Abstract No. 833

STATE OF TEXAS §

COUNTY OF DENTON §

Being a tract of land situated in the Edwin Marsh Survey, Abstract No. 833, Town of Corinth, Denton County, Texas, and being a part of that certain tract or parcel of land as monumented on the ground and described by deed to Louanna Griffith and V.T. Griffith according to the deed filed of record in Volume 190, Page 357, Deed Records of Denton County, Texas, and being more particularly described as follows:

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THENCE South 89°53'53" East, along the north line of said Griffith tract and the south line of said Hillwood/Corinth, tract, a distance of 20.58 feet, to the **PLACE OF BEGINNING** and containing 9,423.5 square feet, or 0.22 acres of land more or less, and being subject to any and all easements that may affect.

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



Instrument Number: 2006-96886

Recorded On: August 08, 2006 As Easement

Parties: ESTATE OF VIRGIL T GRIFFITH
To

Billable Pages: 5
Number of Pages: 5

Comment:

**** Examined and Charged as Follows: ****

Easement	32.00
Total Recording:	32.00

034

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law

File Information:

Document Number: 2006-96886
Receipt Number: 313137
Recorded Date/Time: August 08, 2006 09:38A
User / Station: J Morris - Cash Station 1

Record and Return To:

CITY OF CORINTH
ATTN ELAINE HERZOG
3300 CORINTH PKWY
CORINTH TX 76208



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas

444

THE STATE OF TEXAS
COUNTY OF DENTON

20' SANITARY EASEMENT

That I, Michelle Jones, Administratrix of the Estate of Virgil T. Griffith, GRANTOR herein, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the CITY OF CORINTH, a home rule municipal corporation of the County of Denton, State of Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed do hereby grant, sell and convey unto the said GRANTEE a permanent easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing and operating sanitary sewer facilities in, into, upon, over, across, under and through all that land in Denton County, Texas described as follows, to-wit:

A 20' wide Permanent Easement containing approximately 0.22 acres, as more particularly described in Exhibit "A" and shown in Exhibit "B" attached hereto and incorporated herein.

GRANTOR covenants and agrees that GRANTOR and GRANTOR'S herein, representatives, successors and assigns shall at not time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under any easements granted herein any temporary or permanent structures, and it is further agreed that GRANTEE shall have the right to excavated and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings or other obstructions as may now be found upon said permanent easement. Grantee specially covenants that any desired or prospective use by Grantor may, with substantially correct and accurate information, be submitted to Grantee for a written response within 60 days as to whether such proposed use would be in conflict with the dominant estate. Grantee will not unreasonably withhold such consent. It is the intent and purpose of this easement to facilitate the maximum use by Grantor of Grantor's residual rights and uses, subject only to the rights of the dominant estate. Acceptable uses by Grantor include non-commercial recreational facilities, paving, playground equipment, roads and streets crossing at an angle of at least 45 degrees or more to the center line and intersecting utilities crossing at an intersecting point not less than 45 degrees.

It is further intended that the Permanent 20' Sanitary Easement herein granted to the GRANTEE shall run with the land and forever be a right in and to the land belonging to GRANTOR, and GRANTOR'S successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR'S chain of title. The Permanent 20' Sanitary Easement, rights and privileges granted therein are exclusive, and GRANTOR covenants that it will not convey any other easement of conflicting rights within the area covered by the grant to any other person.

TO HAVE AND TO HOLD the above described permanent easement with the right of ingress and egress thereto, together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE its successors and assigns, forever, and GRANTOR does hereby bind herself, her heirs, successors and assigns to warrant and forever defend, all and singular, the said premises unto the GRANTEE its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed this 13 day of January, 2006.

ESTATE OF VIRGIL T. GRIFFITH

Michelle Jones, Administratrix
Michelle Jones, Administratrix

*City of Corinth
ATTN: Elaine Herzog
3300 Corinth Pkwy.
Corinth, Tx. 76208*

THE STATE OF TEXAS
COUNTY OF DENTON

20' SANITARY EASEMENT

BEFORE ME, the undersigned authority in and for said county, Texas, on this day personally appeared Michele Jones, Administratrix of the Estate of Virgil T. Griffith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of January, 2006.

Martha Bosley
Notary Public in and for The State of Texas

My Commission Expires

Typed or Printed Name of Notary

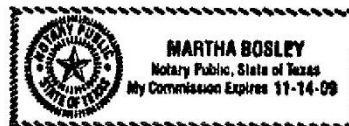


EXHIBIT 'A'

Louanna Griffith and V.T. Griffith
20' Sanitary Easement

Edwin Marsh Survey
Abstract No. 833

STATE OF TEXAS §

COUNTY OF DENTON §

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Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



Instrument Number: 2006-56329

Recorded On: May 11, 2006 As Easement

Parties: GRIFFITH VIRGIL T ESTATE OF
To

Billable Pages: 5
Number of Pages: 5

Comment:

**** Examined and Charged as Follows: ****

Easement	32.00
Total Recording:	32.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-56329
Receipt Number: 289210
Recorded Date/Time: May 11, 2006 04:13P

Record and Return To:

GRIFFIN AND JONES
400 W OAK ST STE 300
DENTON TX 76201

User / Station: K Kirby - Cash Station 2



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

THE STATE OF TEXAS
COUNTY OF DENTON

20' SANITARY EASEMENT

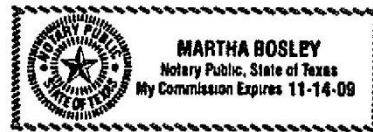
BEFORE ME, the undersigned authority in and for said county, Texas, on this day personally appeared Michele Jones, Administratrix of the Estate of Virgil T. Griffith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of January, 2006.

Martha Bosley
Notary Public in and for The State of Texas

My Commission Expires

Typed or Printed Name of Notary



Return to:
Griffin & Jones
400 W. Oak St 300
Denton, TX 76201

EXHIBIT 'A'

Louanna Griffith and V.T. Griffith
20' Sanitary Easement

Edwin Marsh Survey
Abstract No. 833

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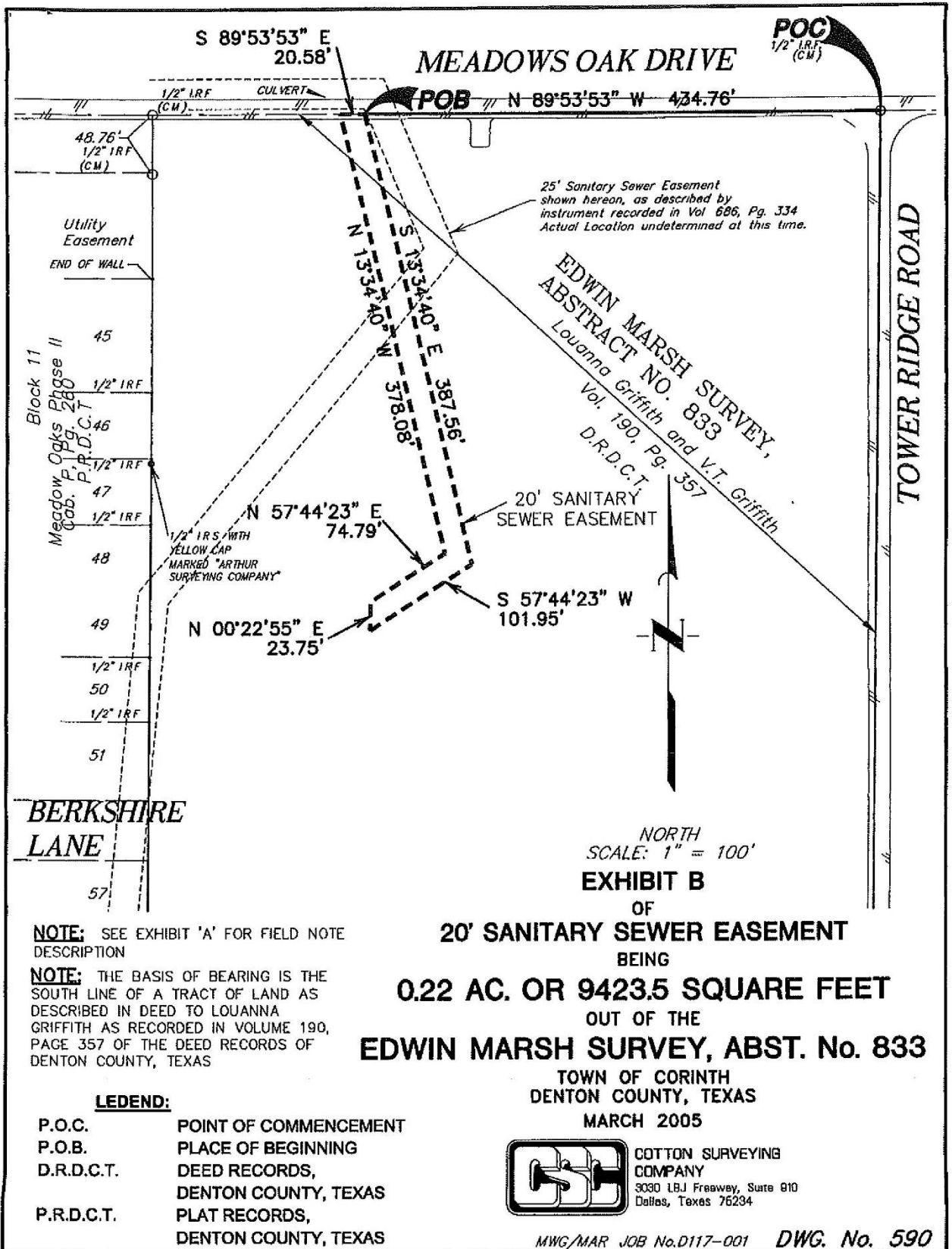
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NOTE: SEE EXHIBIT 'A' FOR FIELD NOTE DESCRIPTION

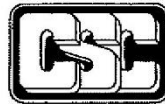
NOTE: THE BASIS OF BEARING IS THE SOUTH LINE OF A TRACT OF LAND AS DESCRIBED IN DEED TO LOUANNA GRIFFITH AS RECORDED IN VOLUME 190, PAGE 357 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS

LEGENED:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. PLACE OF BEGINNING
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS

20' SANITARY SEWER EASEMENT BEING

0.22 AC. OR 9423.5 SQUARE FEET
 OUT OF THE
EDWIN MARSH SURVEY, ABST. No. 833
 TOWN OF CORINTH
 DENTON COUNTY, TEXAS
 MARCH 2005

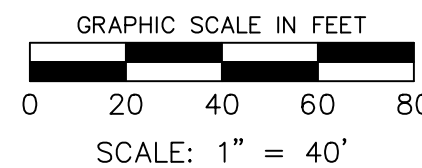
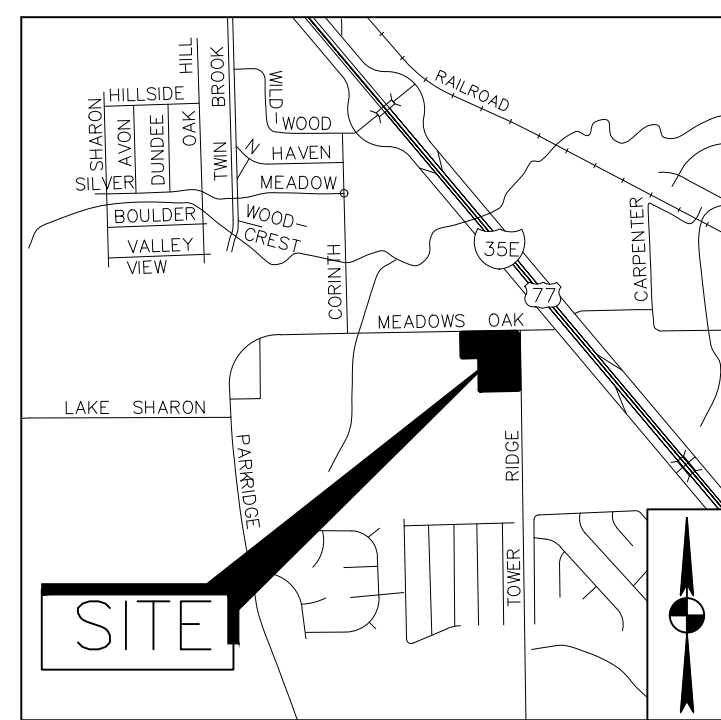


COTTON SURVEYING COMPANY
 3030 LBJ Freeway, Suite 810
 Dallas, Texas 76234

MWG/MAR JOB No. D117-001 **DWG. No. 590**

E. MARSH SURVEY, ABSTRACT 833
DENTON COUNTY, TEXAS

OWNER'S ACKNOWLEDGEMENT AND DEDICATION



LEGEND	
○	5/8" IRON ROD SET W/STANTEC CAP (UNLESS NOTED)
●	5/8" IRON ROD W/CAP FOUND (UNLESS NOTED)
⊗	CUT "X" FOUND
⊕	BENCHMARK
W.L.E.	WATER LINE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
T.B.M.	TEMPORARY BENCHMARK
VOL.	VOLUME
PG.	PAGE
NO.	NUMBER
D.C.D.R.	DENTON COUNTY DEED RECORDS
D.C.C.F.	DENTON COUNTY CLERK'S FILE
(CM)	CONTROLLING MONUMENT
AC.	ACRE
U.E.	UTILITY EASEMENT
B.L.	BUILDING LINE
TYP.	TYPICAL
.....	PHASE 2 LOTS (SEE NOTE 4)

GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE. COMBINED SCALE FACTOR: 0.999849393
- THE SUBJECT TRACT OF LAND SHOWN HEREON LIES WITHIN SHADED ZONE X, DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD" ALSO LIES UNDER UNSHADED ZONE X AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, MAP NO. 4812C0395G, EFFECTIVE DATE: APRIL 18, 2011, FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- COMMON AREA LOTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE CITY OF CORINTH, TEXAS IS NOT RESPONSIBLE FOR MAINTENANCE OF THE COMMON AREA LOTS.
- PHASE 2 TO BE CONSTRUCTED AFTER RECLAMATION OF FLOODPLAIN.

BLOCK LOT A AREA		
LOT #	AREA	ACRES
1	4,319.88 SF	0.0992
2	4,399.90 SF	0.1010
3	4,400.00 SF	0.1010
4	4,400.00 SF	0.1010
5	4,400.00 SF	0.1010
6	4,400.00 SF	0.1010
7	4,400.00 SF	0.1010
8	4,400.00 SF	0.1010
9	4,400.00 SF	0.1010

BLOCK LOT B AREA		
LOT #	AREA	ACRES
1	5,186.62 SF	0.1191
2	4,489.95 SF	0.1031
3	4,800.99 SF	0.1102
4	4,268.30 SF	0.0980
5	4,400.00 SF	0.1010
6	4,400.00 SF	0.1010
7	4,400.00 SF	0.1010
8	4,400.00 SF	0.1010
9	4,400.00 SF	0.1010
10	4,363.46 SF	0.1002
11	7,680.39 SF	0.1763
12	9,774.50 SF	0.2244
13	5,829.94 SF	0.1338
14	4,397.60 SF	0.1010
15	4,400.00 SF	0.1010
16	4,400.00 SF	0.1010
17	4,400.00 SF	0.1010
18	4,369.26 SF	0.1003

COMMON AREA LOTS		
LOT #	AREA	ACRES
10X - BLOCK A	11,146.45 SF	0.2559
11X - BLOCK A	3,925.55 SF	0.0901
12X - BLOCK A	1,810.98 SF	0.0416
11X - BLOCK C	10,743.34 SF	0.2466
19X - BLOCK B	9,956.49 SF	0.2286
20X - BLOCK B	1,127.46 SF	0.0259

PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	S45°04'47"W	28.31'
L2	S44°58'11"E	28.28'
L3	S45°04'55"E	28.18'
L4	N44°55'13"W	28.26'
L5	S45°01'59"W	28.28'
L6	S45°07'43"E	28.20'
L7	N44°55'05"E	28.39'

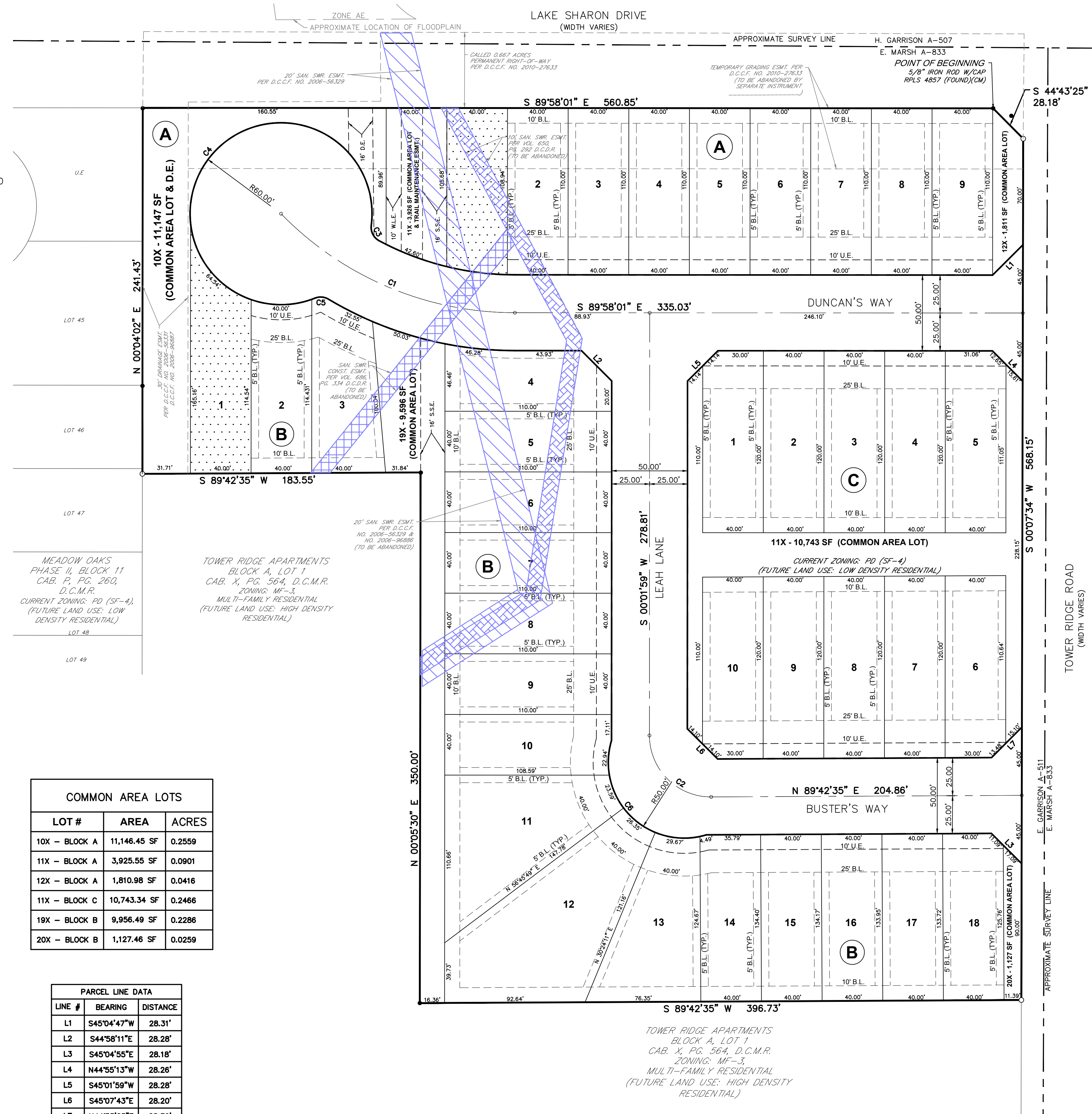
PARCEL CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C1	172.00'	215.00'	45°50'08"
C2	63.85'	40.50'	90°19'24"
C3	12.09'	10.00'	69°15'27"
C4	313.45'	60.00'	299°19'36"
C5	9.21'	10.00'	52°46'16"
C6	108.10'	50.00'	123°52'24"

BENCHMARK NOTES

BENCHMARKS:
ELEVATIONS SHOWN HEREON ARE BASED ON CITY OF CORINTH, TEXAS:
MONUMENT CM03
ELEVATION=635.811'
*MEASURED GPS OBSERVATION ON JANUARY 17, 2018=637.05'
MONUMENT CM06
ELEVATION=621.080'
*MEASURED GPS OBSERVATION ON JANUARY 17, 2018=621.50'

OWNER/DEVELOPER:
CROSSPOINTE LOT VENTURE, LTD.
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225
(214)-522-4945
CONTACT: JOHN ARNOLD

SURVEYOR:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE, SUITE 400
DALLAS TX 75251-2268
(972)-991-0011
CONTACT: STEPHEN GODINICH, R.P.L.S.



STATE OF TEXAS §
COUNTY OF DENTON §

WE, CROSSPOINTE LOT VENTURE, LTD., THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT WITHIN THE AREA DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING A 6.380 ACRE (277,914 SQUARE FEET) PARCEL OF LAND SITUATED IN E. MARSH SURVEY, ABSTRACT 833, AND IN DENTON COUNTY, TEXAS, AND BEING ALL OF A CALLED 6.380 ACRE TRACT OF LAND, CONVEYED TO CROSSPOINTE COMMUNITY CHURCH OF CORINTH, AS RECORD UNDER DENTON COUNTY CLERK'S FILE (D.C.C.F.) NO. 2013-116776, SAID 6.380 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 4857" FOUND MARKING THE NORTHWESTERLY CORNER OF A CUT-BACK AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MEADOWS OAK ROAD (WIDTH VARIES), AND THE WEST RIGHT-OF-WAY LINE OF TOWER RIDGE ROAD (WIDTH VARIES);

THENCE, SOUTH 44°43'25" EAST, ALONG SAID CUT-BACK, A DISTANCE OF 28.18 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "STANTEC" SET MARKING THE SOUTHEASTERLY CORNER OF SAID CUT-BACK;

THENCE, SOUTH 00°07'34" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID TOWER RIDGE ROAD, AND THE EAST LINE OF SAID 6.380 ACRE TRACT, A DISTANCE OF 568.15 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "STANTEC" SET MARKING THE NORTHEASTERLY CORNER OF BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AS RECORDED IN CABINET X, PAGE 564 OF THE DENTON COUNTY MAP RECORDS (D.C.M.R.); AND THE SOUTHEAST CORNER OF SAID 6.380 ACRE TRACT;

THENCE, SOUTH 89°42'35" WEST, ALONG THE NORTH LINE OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND THE SOUTH LINE OF SAID 6.380 ACRE TRACT, A DISTANCE OF 396.73 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 4857" FOUND MARKING AN ANGLE POINT OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND THE SOUTHWEST CORNER OF SAID 6.380 ACRE TRACT;

THENCE, NORTH 00°05'30" EAST, ALONG THE EAST LINE OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND THE WEST LINE OF SAID 6.380 ACRE TRACT, A DISTANCE OF 350.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 4857" FOUND MARKING AN ANGLE POINT OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND OF SAID 6.380 ACRE TRACT;

THENCE, SOUTH 89°42'35" WEST, ALONG THE NORTH LINE OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND THE SOUTH LINE OF SAID 6.380 ACRE TRACT, A DISTANCE OF 183.55 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "STANTEC" SET MARKING THE NORTHWESTERLY CORNER OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AN EXTERIOR CORNER OF SAID 6.380 ACRE TRACT, ALSO BEING A POINT ON THE EAST LINE OF BLOCK 11, OF MEADOW OAKS PHASE II, AS RECORDED IN CABINET P, PAGE 260 OF THE D.C.M.R.;

THENCE, NORTH 00°04'02" EAST, ALONG THE EAST LINE OF SAID BLOCK 11, OF MEADOW OAKS PHASE II, AS RECORDED IN CABINET P, PAGE 260 OF THE D.C.M.R., AND ALSO BEING THE WEST LINE OF SAID 6.380 ACRE TRACT, A DISTANCE OF 241.43 FEET TO A POINT IN WHICH A 1/2" IRON ROD BEARS SOUTH 05°22'54" WEST, 0.29 FEET, SAME MARKING A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF SAID LAKE SHARON DRIVE ROAD (WIDTH VARIES);

THENCE, SOUTH 89°58'01" EAST, ALONG THE NORTH LINE OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND THE SOUTH RIGHT-OF-WAY LINE OF LAKE SHARON DRIVE (WIDTH VARIES), A DISTANCE OF 560.85 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 6.380 ACRES (277,914 SQ. FT.) OF LAND.

AND DESIGNATED HEREIN AS THE CROSSPOINTE SUBDIVISION TO THE CITY OF CORINTH, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE PUBLIC USE FOREVER BY FEE SIMPLE TITLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, ALL STREETS, THOROUGHFARES, ALLEYS, PARKS, AND TRAILS, AND TO THE PUBLIC USE FOREVER EASEMENTS FOR SIDEWALKS, STORM DRAINAGE FACILITIES, FLOODWAYS, WATER MAINS, WASTEWATER MAINS AND OTHER UTILITIES, AND ANY OTHER PROPERTY NECESSARY TO SERVE THE PLAT AND TO IMPLEMENT THE REQUIREMENTS OF THE PLATTING ORDINANCES, RULES, AND REGULATIONS THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

FOR: CROSSPOINTE LOT VENTURE, LTD.
BY: JOHN ARNOLD
DATE: _____

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR _____ COUNTY, TEXAS, ON THIS DAY PERSONALLY APPEARED JOHN ARNOLD, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE IS _____ AND THE HE/SHE IS AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME _____
MY COMMISSION EXPIRES: _____

FINAL PLAT
CROSSPOINTE
LOTS 1-9, 10X, 11X & 12X, BLOCK A;
LOTS 1-18, 19X, & 20X, BLOCK B;
LOTS 1-10 & 11X, BLOCK C;
(6 COMMON AREA LOTS & 37 RESIDENTIAL LOTS)
BEING 6.380 ACRE (277,914 SQUARE FEET)
TRACT OF LAND SITUATED IN THE
E. MARSH SURVEY, ABSTRACT 833,
CITY OF CORINTH,
DENTON COUNTY, TEXAS

MAY 8, 2018

CONSENT ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019
Title: Consider abandonment and release of utility easement 2 on the Crosspointe Development
Submitted For: Helen-Eve Liebman, Director **Submitted By:** George Marshall, Engineer
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development

AGENDA ITEM

Consider approval of an ordinance of the City of Corinth, Texas abandoning a sanitary sewer easement recorded in the Denton County Land Records at DR Volume 686, Page 334, and more specifically described in Exhibit "A"; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

History:

Along with the previously approved Final Plat for the Crosspointe Subdivision there are three existing easements dedicated to the City for utility lines that at one time crossed this tract of land. It was determined by the legal team that Council must take action and authorize an ordinance to abandon the City's rights to the easements.

Analysis:

Upon review of the construction plans, final plat, existing utilities, abandoned utilities, and future needs for the City, staff has determined that the easements in question no longer serve the City's needs. That the proposed Final Plat and construction plans provide sufficient needs to provide safe and efficient utilities to the area.

RECOMMENDATION

The Planning and Development Department recommends approval of the ordinance to abandon the existing easement.

Attachments

Ordinance - Vol 686, Pg 334
Crosspointe Final Plat - Highlighted Easements

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ABANDONING A SANITARY SEWER EASEMENT RECORDED IN THE DENTON COUNTY LAND RECORDS AT DR VOLUME 686, PAGE 334, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, TO SERVE AS A QUITCLAIM DEED AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ABANDONMENT OF THE EASEMENT; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF CORINTH AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to divest itself of any and all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

WHEREAS, Crosspointe Lot Venture, LLC is the owner of an approximate 6.380 acre tract of land situated in the E. Marsh Survey, Abstract 833, City of Corinth, Denton County, Texas, as depicted in a Final Plat dated June 21, 2018 (the “Property”); and

WHEREAS, Crosspointe Lot Venture, LLC (the “Property Owner”) has requested that the City abandon a certain Sanitary Sewer Easement on the Property that was previously granted to the City of Corinth and that is recorded in the **Denton County Land Records at DR Volume 686, Page 334**, and more specifically described in **Exhibit “A”**, a copy of which is attached hereto and incorporated herein (the “Sanitary Sewer Easement” or “Easement”); and

WHEREAS, the City Council has determined that no public infrastructure is located within the Easement, and that the Easement as located upon the Property is not necessary for future use by the City for the location of public infrastructure, and thus the City Council finds that abandonment of the Easement as requested by the Property Owner is appropriate; and

WHEREAS, the City Council has determined it appropriate to adopt this Ordinance abandoning and quitclaiming to the Property Owner any and all interest in the Easement described in **Exhibit “A”** hereto;

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

SECTION 1.

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

SECTION 2.

That the City of Corinth hereby abandons the Sanitary Sewer Easement as more specifically described in **Exhibit "A"** hereto and filed in the **Denton County Land Records at DR Volume 686, Page 334**, a copy of the recorded Easement document being attached hereto and included as part of **Exhibit "A"** and the City does hereby quitclaim in favor of Property Owner Crosspointe Lot Venture, LLC, such Sanitary Sewer Easement.

SECTION 3.

That the Sanitary Sewer Easement is abandoned, vacated, and closed, insofar as the right title and interest of the public to such easement are concerned. That the City of Corinth does not abandon any other interest other than that described in **Exhibit "A"**, but does hereby abandon all of its right, title and interest in and to that certain Easement described in **Exhibit "A"**, together with any and all improvements thereon.

SECTION 4.

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to Crosspointe Lot Venture, LLC, and the recording of this abandonment ordinance in the real property records of Denton County, Texas shall serve as the quitclaim deed of the City of Corinth, Texas to Crosspointe Lot Venture, LLC, of all right, title, or interest of the City of Corinth in and to the Easement described in **Exhibit "A"**. The City Manager is further authorized to execute any additional documents necessary to effect the abandonment of the Easement.

SECTION 5.

As a condition of this abandonment and as a part of the consideration for the quitclaim to Grantee herein, Grantee agrees to indemnify, defend, release and hold the City of Corinth whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of or be occasioned by or from, the abandonment, closing, vacation, and quitclaim by the City of Corinth of the Easement described in **Exhibit "A"** and the Grantee hereby agrees to defend any and all suits, claims, or causes, of action brought against the City on account of the same, and to discharge any judgment or judgments that may be rendered against the City of Corinth in connection therewith.

SECTION 6.

This Ordinance shall take effect from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
CORINTH, TEXAS** on this _____ day of _____, 2019.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"

The Easement being a strip of land twenty five (25) feet in width across the tract identified in the E. Marsh Survey, Abstract No. 833, Denton County, Texas, more particularly described in deed from Betty Robinson et al to Virgil T. Griffith recorded in volume 190, Page 357, of the Deed Records of said County and containing 26.5 acres.

BEGINNING at a point in the North line of this tract; said to being 186 feet East of the NW corner of this tract;

THENCE S 23° E, 145 feet;

THENCE S 40° W, 375 feet;

THENCE S 5° 20' W, 1000 feet;

THENCE S 62° 21' E, 750 feet more or less to point in the East line of tract; said point being 155 feet North of the SE corner of this tract.

VOL 686 PAGE 334

THE STATE OF TEXAS
COUNTY OF DENTON

19541

KNOW ALL MEN BY THESE PRESENTS:

That Virgil T. Griffith of the County of Denton, State of Texas, hereinafter called "Grantor," for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a 8 & 6" line, the term of such easement to end when the City of Corinth accepts the entire Sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such Water and Sewer line; easements and rights-of-way over and across Grantor's land in E. Mash Survey, Abstract No. 833, Denton County, Texas, more particularly described in deed from Betty Robinson et al to Virgil T. Griffith, dated 19, and recorded in Volume 190, Page 357, of the Deed Records of said County and containing 26.5 acres.

The Construction Easement being a strip of land across the tract referred to above, Twenty Five (25), feet in width, with the Grantee herein being hereby authorized to designate the course of the easement herein conveyed. When the pipe line is installed, the Operation and Maintenance Easement herein granted shall be limited to a strip of land ten (10) feet in width, with the center line thereof being described as follows. BEGINNING at a point in the North line of this tract; said point being 186 feet East of the NW corner of this tract;
THENCE S 23° E, 145 feet;
THENCE S 40° W, 375 feet;
THENCE S 5° 20' W, 1000 feet;
THENCE S 62° 21' E, 750 feet more or less to point in the East line of tract; said point being 155 feet North of the SE corner of this tract.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said 8 and 6" line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard there-to; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said 8 and 6" Sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said 8 & 6" line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of Corinth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above described easement and rights unto the said City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 23rd day of September, 1973.

Virgil T. Griffith
Leone Griffith

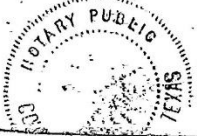
(SINGLE ACKNOWLEDGMENT)

THE STATE OF TEXAS

COUNTY OF Denton }

Before me, the undersigned authority, on this day personally appeared Vergil Griffith and Larue Griffith known to me to be the person or whose name or subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 23rd day of September, A. D. 19 73

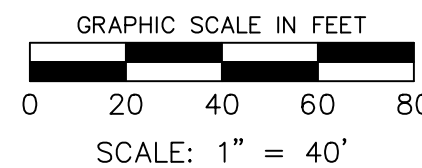
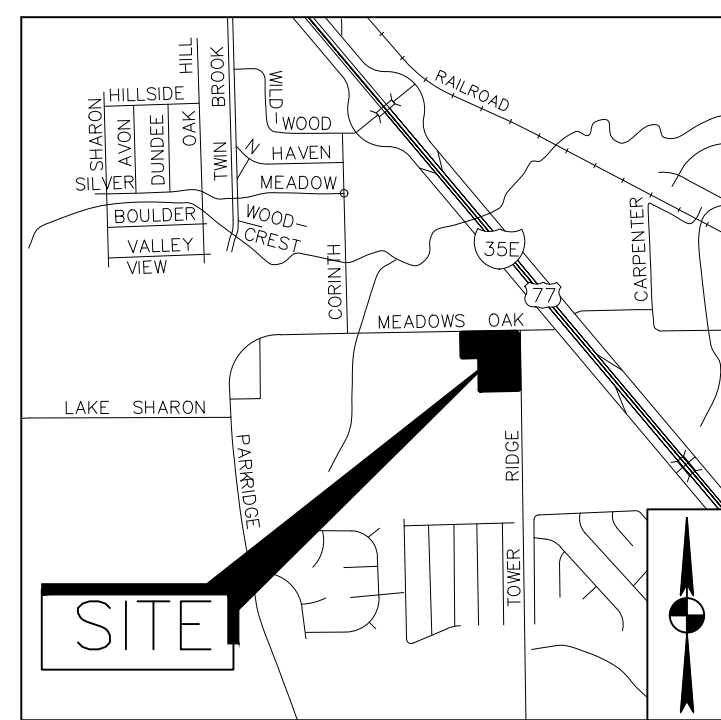


Jeanette Gern
Notary Public in and for Denton County, Texas.

FILED FOR RECORD: 25th DAY OF September A.D. 1973 at 1:11 o'clock P.M.
RECORDED: 3rd DAY OF October A.D. 1973 at 10:48 o'clock A.M.
BY M. Puckels DEPUTY MARY JO HILL, COUNTY CLERK
DENTON COUNTY, TEXAS

E. MARSH SURVEY, ABSTRACT 833
DENTON COUNTY, TEXAS

OWNER'S ACKNOWLEDGEMENT AND DEDICATION



LEGEND	
○	5/8" IRON ROD SET W/STANTEC CAP (UNLESS NOTED)
●	5/8" IRON ROD W/CAP FOUND (UNLESS NOTED)
⊗	CUT "X" FOUND
⊕	BENCHMARK
W.L.E.	WATER LINE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
T.B.M.	TEMPORARY BENCHMARK
VOL.	VOLUME
PG.	PAGE
NO.	NUMBER
D.C.D.R.	DENTON COUNTY DEED RECORDS
D.C.C.F.	DENTON COUNTY CLERK'S FILE
(CM)	CONTROLLING MONUMENT
AC.	ACRE
U.E.	UTILITY EASEMENT
B.L.	BUILDING LINE
TYP.	TYPICAL
...	PHASE 2 LOTS (SEE NOTE 4)

GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE. COMBINED SCALE FACTOR: 0.999849393
- THE SUBJECT TRACT OF LAND SHOWN HEREON LIES WITHIN SHADED ZONE X, DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD" ALSO LIES UNDER UNSHADED ZONE X AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, MAP NO. 4812C0395G, EFFECTIVE DATE: APRIL 18, 2011, FOR DENTON COUNTY, TEXAS AND INCORPORATED AREAS. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- COMMON AREA LOTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE CITY OF CORINTH, TEXAS IS NOT RESPONSIBLE FOR MAINTENANCE OF THE COMMON AREA LOTS.
- PHASE 2 TO BE CONSTRUCTED AFTER RECLAMATION OF FLOODPLAIN.

BLOCK LOT A AREA		
LOT #	AREA	ACRES
1	4,319.88 SF	0.0992
2	4,399.90 SF	0.1010
3	4,400.00 SF	0.1010
4	4,400.00 SF	0.1010
5	4,400.00 SF	0.1010
6	4,400.00 SF	0.1010
7	4,400.00 SF	0.1010
8	4,400.00 SF	0.1010
9	4,400.00 SF	0.1010

BLOCK LOT B AREA		
LOT #	AREA	ACRES
1	5,186.62 SF	0.1191
2	4,489.95 SF	0.1031
3	4,800.99 SF	0.1102
4	4,268.30 SF	0.0980
5	4,400.00 SF	0.1010
6	4,400.00 SF	0.1010
7	4,400.00 SF	0.1010
8	4,400.00 SF	0.1010
9	4,400.00 SF	0.1010
10	4,363.46 SF	0.1002
11	7,680.39 SF	0.1763
12	9,774.50 SF	0.2244
13	5,829.94 SF	0.1338
14	4,397.60 SF	0.1010
15	4,400.00 SF	0.1010
16	4,400.00 SF	0.1010
17	4,400.00 SF	0.1010
18	4,369.26 SF	0.1003

COMMON AREA LOTS		
LOT #	AREA	ACRES
10X - BLOCK A	11,146.45 SF	0.2559
11X - BLOCK A	3,925.55 SF	0.0901
12X - BLOCK A	1,810.98 SF	0.0416
11X - BLOCK C	10,743.34 SF	0.2466
19X - BLOCK B	9,956.49 SF	0.2286
20X - BLOCK B	1,127.46 SF	0.0259

PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	S45°04'47"W	28.31'
L2	S44°58'11"E	28.28'
L3	S45°04'55"E	28.18'
L4	N44°55'13"W	28.26'
L5	S45°01'59"W	28.28'
L6	S45°07'43"E	28.20'
L7	N44°55'05"E	28.39'

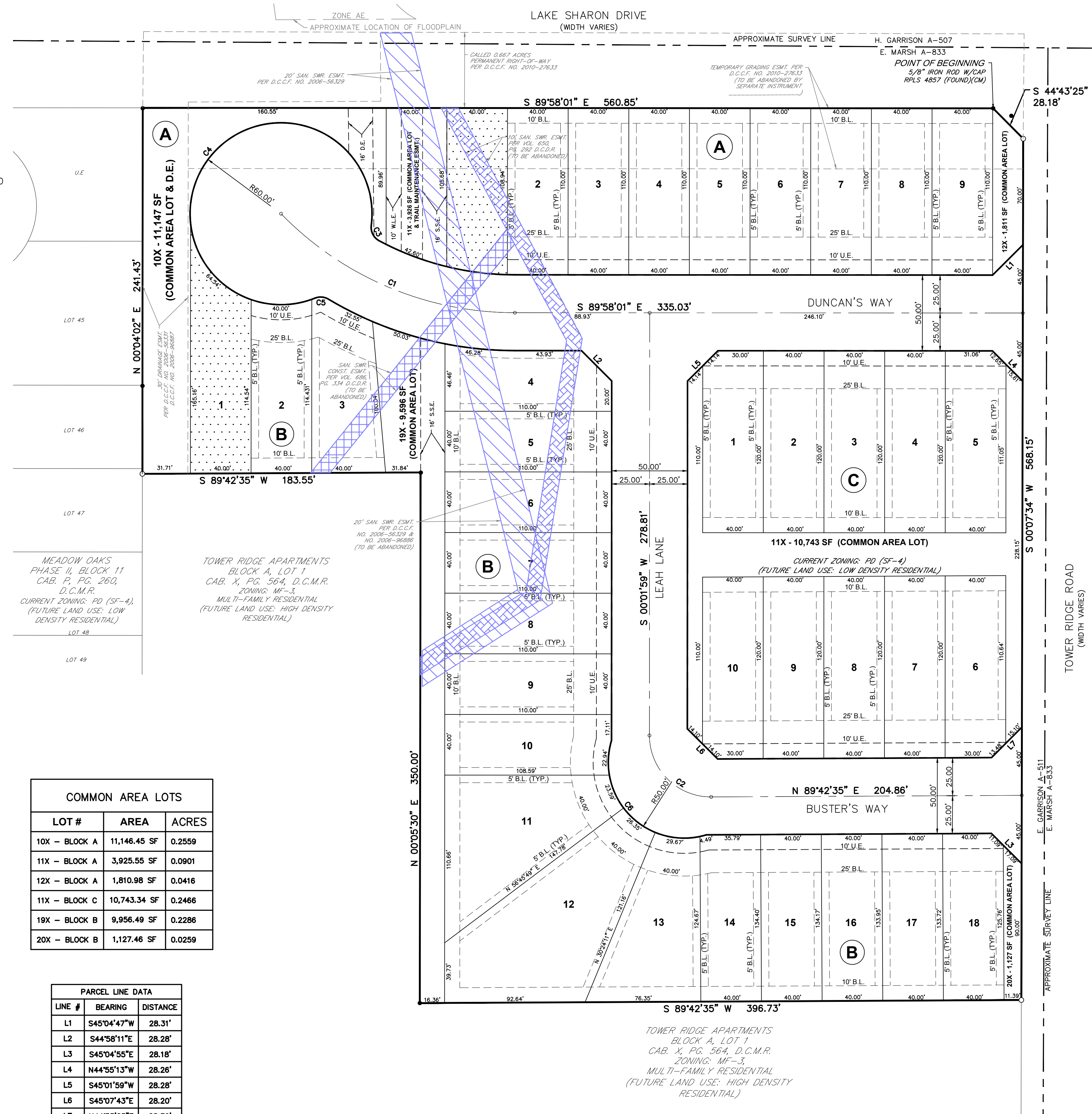
PARCEL CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C1	172.00'	215.00'	45°50'08"
C2	63.85'	40.50'	90°19'24"
C3	12.09'	10.00'	69°15'27"
C4	313.45'	60.00'	299°19'36"
C5	9.21'	10.00'	52°46'16"
C6	108.10'	50.00'	123°52'24"

BENCHMARK NOTES

BENCHMARKS:
ELEVATIONS SHOWN HEREON ARE BASED ON CITY OF CORINTH, TEXAS:
MONUMENT CM03
ELEVATION=635.811'
*MEASURED GPS OBSERVATION ON JANUARY 17, 2018=637.05'
MONUMENT CM06
ELEVATION=621.080'
*MEASURED GPS OBSERVATION ON JANUARY 17, 2018=621.50'

OWNER/DEVELOPER:
CROSSPOINTE LOT VENTURE, LTD.
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225
(214)-522-4945
CONTACT: JOHN ARNOLD

SURVEYOR:
STANTEC CONSULTING SERVICES INC.
12222 MERIT DRIVE, SUITE 400
DALLAS TX 75251-2268
(972)-991-0011
CONTACT: STEPHEN GODINICH, R.P.L.S.



STATE OF TEXAS §
COUNTY OF DENTON §

WE, CROSSPOINTE LOT VENTURE, LTD., THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT WITHIN THE AREA DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING A 6.380 ACRE (277,914 SQUARE FEET) PARCEL OF LAND SITUATED IN E. MARSH SURVEY, ABSTRACT 833, AND IN DENTON COUNTY, TEXAS, AND BEING ALL OF A CALLED 6.380 ACRE TRACT OF LAND, CONVEYED TO CROSSPOINTE COMMUNITY CHURCH OF CORINTH, AS RECORD UNDER DENTON COUNTY CLERK'S FILE (D.C.C.F.) NO. 2013-116776, SAID 6.380 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 4857" FOUND MARKING THE NORTHWESTERLY CORNER OF A CUT-BACK AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MEADOWS OAK ROAD (WIDTH VARIES), AND THE WEST RIGHT-OF-WAY LINE OF TOWER RIDGE ROAD (WIDTH VARIES);

THENCE, SOUTH 44°43'25" EAST, ALONG SAID CUT-BACK, A DISTANCE OF 28.18 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "STANTEC" SET MARKING THE SOUTHEASTERLY CORNER OF SAID CUT-BACK;

THENCE, SOUTH 00°07'34" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID TOWER RIDGE ROAD, AND THE EAST LINE OF SAID 6.380 ACRE TRACT, A DISTANCE OF 568.15 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "STANTEC" SET MARKING THE NORTHEASTERLY CORNER OF BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AS RECORDED IN CABINET X, PAGE 564 OF THE DENTON COUNTY MAP RECORDS (D.C.M.R.); AND THE SOUTHEAST CORNER OF SAID 6.380 ACRE TRACT;

THENCE, SOUTH 89°42'35" WEST, ALONG THE NORTH LINE OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND THE SOUTH LINE OF SAID 6.380 ACRE TRACT, A DISTANCE OF 396.73 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 4857" FOUND MARKING AN ANGLE POINT OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND THE SOUTHWEST CORNER OF SAID 6.380 ACRE TRACT;

THENCE, NORTH 00°05'30" EAST, ALONG THE EAST LINE OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND THE WEST LINE OF SAID 6.380 ACRE TRACT, A DISTANCE OF 350.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 4857" FOUND MARKING AN ANGLE POINT OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND OF SAID 6.380 ACRE TRACT;

THENCE, SOUTH 89°42'35" WEST, ALONG THE NORTH LINE OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND THE SOUTH LINE OF SAID 6.380 ACRE TRACT, A DISTANCE OF 183.55 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "STANTEC" SET MARKING THE NORTHWESTERLY CORNER OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AN EXTERIOR CORNER OF SAID 6.380 ACRE TRACT, ALSO BEING A POINT ON THE EAST LINE OF BLOCK 11, OF MEADOW OAKS PHASE II, AS RECORDED IN CABINET P, PAGE 260 OF THE D.C.M.R.;

THENCE, NORTH 00°04'02" EAST, ALONG THE EAST LINE OF SAID BLOCK 11, OF MEADOW OAKS PHASE II, AS RECORDED IN CABINET P, PAGE 260 OF THE D.C.M.R., AND ALSO BEING THE WEST LINE OF SAID 6.380 ACRE TRACT, A DISTANCE OF 241.43 FEET TO A POINT IN WHICH A 1/2" IRON ROD BEARS SOUTH 05°22'54" WEST, 0.29 FEET, SAME MARKING A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF SAID LAKE SHARON DRIVE ROAD (WIDTH VARIES);

THENCE, SOUTH 89°58'01" EAST, ALONG THE NORTH LINE OF SAID BLOCK A, LOT 1 OF TOWER RIDGE APARTMENTS, AND THE SOUTH RIGHT-OF-WAY LINE OF LAKE SHARON DRIVE (WIDTH VARIES), A DISTANCE OF 560.85 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 6.380 ACRES (277,914 SQ. FT.) OF LAND.

AND DESIGNATED HEREIN AS THE CROSSPOINTE SUBDIVISION TO THE CITY OF CORINTH, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE PUBLIC USE FOREVER BY FEE SIMPLE TITLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, ALL STREETS, THOROUGHFARES, ALLEYS, PARKS, AND TRAILS, AND TO THE PUBLIC USE FOREVER EASEMENTS FOR SIDEWALKS, STORM DRAINAGE FACILITIES, FLOODWAYS, WATER MAINS, WASTEWATER MAINS AND OTHER UTILITIES, AND ANY OTHER PROPERTY NECESSARY TO SERVE THE PLAT AND TO IMPLEMENT THE REQUIREMENTS OF THE PLATTING ORDINANCES, RULES, AND REGULATIONS THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

FOR: CROSSPOINTE LOT VENTURE, LTD.
BY: JOHN ARNOLD
DATE: _____

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR _____ COUNTY, TEXAS, ON THIS DAY PERSONALLY APPEARED JOHN ARNOLD, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE IS _____ AND THE HE/SHE IS AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME _____

MY COMMISSION EXPIRES: _____

FINAL PLAT
CROSSPOINTE
LOTS 1-9, 10X, 11X & 12X, BLOCK A;
LOTS 1-18, 19X, & 20X, BLOCK B;
LOTS 1-10 & 11X, BLOCK C;
(6 COMMON AREA LOTS & 37 RESIDENTIAL LOTS)
BEING 6.380 ACRE (277,914 SQUARE FEET)
TRACT OF LAND SITUATED IN THE
E. MARSH SURVEY, ABSTRACT 833,
CITY OF CORINTH,
DENTON COUNTY, TEXAS

MAY 8, 2018

CONSENT ITEM 6.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019
Title: Consider abandonment and release of utility easement 3 on the Crosspointe Development
Submitted For: Helen-Eve Liebman, Director **Submitted By:** George Marshall, Engineer
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development

AGENDA ITEM

Consider approval of an ordinance of the City of Corinth, Texas abandoning a sanitary sewer easement recorded in the Denton County Land Records at DR Volume 650, Page 292, and more specifically described in Exhibit "A"; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

History:

Along with the previously approved Final Plat for the Crosspointe Subdivision there are three existing easements dedicated to the City for utility lines that at one time crossed this tract of land. It was determined by the legal team that Council must take action and authorize an ordinance to abandon the City's rights to the easements.

Analysis:

Upon review of the construction plans, final plat, existing utilities, abandoned utilities, and future needs for the City, staff has determined that the easements in question no longer serve the City's needs. That the proposed Final Plat and construction plans provide sufficient needs to provide safe and efficient utilities to the area.

RECOMMENDATION

The Planning and Development Department recommends approval of the ordinance to abandon the existing easement.

Attachments

Ordinance - Vol 650, Pg 292

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ABANDONING A SANITARY SEWER EASEMENT RECORDED IN THE DENTON COUNTY LAND RECORDS AT DR VOLUME 00650, PAGE 292, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, TO SERVE AS A QUITCLAIM DEED AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ABANDONMENT OF THE EASEMENT; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF CORINTH AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to divest itself of any and all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

WHEREAS, Crosspointe Lot Venture, LLC is the owner of an approximate 6.380 acre tract of land situated in the E. Marsh Survey, Abstract 833, City of Corinth, Denton County, Texas, as depicted in a Final Plat dated June 21, 2018 (the “Property”); and

WHEREAS, Crosspointe Lot Venture, LLC (the “Property Owner”) has requested that the City abandon a certain Sanitary Sewer Easement on the Property that was previously granted to the City of Corinth and that is recorded in the **Denton County Land Records at DR Volume 00650, Page 292**, and more specifically described in **Exhibit “A”**, a copy of which is attached hereto and incorporated herein (the “Sanitary Sewer Easement” or “Easement”); and

WHEREAS, the City Council has determined that no public infrastructure is located within the Easement, and that the Easement as located upon the Property is not necessary for future use by the City for the location of public infrastructure, and thus the City Council finds that abandonment of the Easement as requested by the Property Owner is appropriate; and

WHEREAS, the City Council has determined it appropriate to adopt this Ordinance abandoning and quitclaiming to the Property Owner any and all interest in the Easement described in **Exhibit “A”** hereto;

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

SECTION 1.

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

SECTION 2.

That the City of Corinth hereby abandons the Sanitary Sewer Easement as more specifically described in **Exhibit "A"** hereto and filed in the **Denton County Land Records at DR Volume 00650, Page 292**, a copy of the recorded Easement document being included as a part of **Exhibit "A"** and the City does hereby quitclaim in favor of Property Owner Crosspointe Lot Venture, LLC, such Sanitary Sewer Easement.

SECTION 3.

That the Sanitary Sewer Easement is abandoned, vacated, and closed, insofar as the right title and interest of the public to such easement are concerned. That the City of Corinth does not abandon any other interest other than that described in **Exhibit "A"**, but does hereby abandon all of its right, title and interest in and to that certain Easement described in **Exhibit "A"**, together with any and all improvements thereon.

SECTION 4.

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to Crosspointe Lot Venture, LLC, and the recording of this abandonment ordinance in the real property records of Denton County, Texas shall serve as the quitclaim deed of the City of Corinth, Texas to Crosspointe Lot Venture, LLC, of all right, title, or interest of the City of Corinth in and to the Easement described in **Exhibit "A"**. The City Manager is further authorized to execute any additional documents necessary to effect the abandonment of the Easement.

SECTION 5.

As a condition of this abandonment and as a part of the consideration for the quitclaim to Grantee herein, Grantee agrees to indemnify, defend, release and hold the City of Corinth whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of or be occasioned by or from, the abandonment, closing, vacation, and quitclaim by the City of Corinth of the Easement described in

Exhibit “A” and the Grantee hereby agrees to defend any and all suits, claims, or causes, of action brought against the City on account of the same, and to discharge any judgment or judgments that may be rendered against the City of Corinth in connection therewith.

SECTION 6.

This Ordinance shall take effect from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this ____ day of _____, 2019.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

The Easement being a strip of land across the tract referred to in the H. Garrison Survey/E. Marsh Survey, Abstract No. 507-833, Denton County, Texas, twenty-five (25) feet in width, more particularly described in deed from Bettie Robinson et al to Virgil T. Griffith dated January 1924, containing 30.4 acres more or less, recorded in volume 190, Page 357, of the Deed Records of said County.

EXHIBIT "A"

DR VOL 00650 PAGE 292

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF

11591

That Margal Griffith

of the County of Norton, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in H. Garrison Survey, W. E. Marsh Survey, Abstract No. 507-833, Denton County, Texas, more particularly described in deed from Bettie Robinson & Virgil T. Griffith

dated Jan, 19 24, and recorded in Volume 790 (325), Page 357 (406) of the Deed Records of said County and containing 30.4 acres, more or less.

The Construction Easement being a strip of land across the tract referred to above, twenty-five (25) feet in width, with the Grantee herein being hereby authorized to designate the course of the easement herein conveyed. When the pipe line is installed, the Operation and Maintenance Easement herein granted shall be limited to a strip of land ten (10) feet in width, with the center line thereof being the pipe line as installed.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City of Cosworth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above-described easement and rights unto the Said City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 23 day of March, 19 72.

Virgil T. Griffith
Lorene Griffith

(JOINT ACKNOWLEDGMENT)

THE STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared Virgil Griffith and Lorene Griffith his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Lorene Griffith wife of said Virgil Griffith having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Lorene Griffith acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 23 day of March, A. D. 19 72
Juanita Chamber Denton
Notary Public in and for Denton County, Texas.



FILED FOR RECORD: 11th DAY OF July A.D. 1972 at 9:02 o'clock A.M.
RECORDED: 19th DAY OF July A.D. 1972 at 9:44 o'clock A.M.
BY _____ DEPUTY THETA PARKER, COUNTY CLERK
DENTON COUNTY. TEXAS

CONSENT ITEM 7.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019
Title: Budget Amendment
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
Finance Review: Yes **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development

AGENDA ITEM

Consider and act on an ordinance of the City of Corinth approving an amendment to the fiscal year 2018-2019 budget and annual program of services to provide expenditures of funds to pay for Parkridge wastewater services design; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

The current FY 2018-19 City of Corinth Annual Program of Services adopted on September 20, 2018 includes no expenditures for the Wastewater Impact Fee Fund Fund.

The amendment for council consideration is for funding for Parkridge wastewater services design. The total expenditures added to the Wastewater Impact Fee Fund is \$75,000. The Parkridge Wastewater design project was approved by the city Council on June 6, 2019.

RECOMMENDATION

Staff recommends approval of the ordinance approving the budget amendment for the Wastewater Impact Fee Fund.

Attachments

Budget Amendment Parkridge

ORDINANCE NO. 19-06-20-___

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 18-09-20-26 REGARDING THE FISCAL YEAR 2018-2019 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS TO PAY FOR PARKRIDGE WASTEWATER SERVICES DESIGN; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2018, and ending September 30, 2019 by Ordinance No. 18-09-20-26; and

WHEREAS, the current adopted budget for fiscal year 2018-2019 does not have adequate funding to pay \$75,000 for Parkridge wastewater services design; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures to pay an additional \$75,000 for Parkridge wastewater services design;

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

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

SECTION I

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

SECTION II

Ordinance No. 18-09-20-26, the budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019, shall be amended as follows:

Seventy-five thousand dollars (\$75,000) shall be appropriated into the Expenditures Line Items for the Wastewater Impact Fee Fund.

Ordinance No. 19-06-20-____

The City of Corinth Budget and Annual Program of Services is hereby amended to appropriate the sum of **\$75,000** from the unappropriated Fund balance of the Wastewater Impact Fee Fund for Parkridge wastewater services design. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION IV

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 18-09-20-26.

SECTION V

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

SECTION VI

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

PASSED AND APPROVED ON THIS THE 9th DAY OF MAY 2019.

SEAL

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Wm. Andrew Messer, City Attorney

City Council Regular and Workshop Session

Meeting Date: 06/20/2019
Title: Bank Depository Services
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
Finance Review: N/A **Legal Review:** N/A
City Manager Review:

AGENDA ITEM

Approve and authorize the City Manager to execute agreements with Independent Bank for Depository Services ending May 31, 2022 with two possible one-year extensions.

AGENDA ITEM SUMMARY/BACKGROUND

BACKGROUND

Bank Depository Services are currently provided to the City of Corinth by Independent Bank under a contract term that began June 1, 2014 and terminates on May 31, 2019. The new contract for services is for three years ending May 31, 2022 with two possible one-year extensions for 2023, 2024. Bank Depository services vary from processing the City’s deposits and check disbursements to safekeeping individual investment securities. Other services include wire transfers, automated clearing house transactions, positive pay protection, change orders, etc. The primary objectives of the depository agreement are to:

- fully comply with the requirements of Texas Local Government Code Chapter 105, as amended, The Texas Government Code, Chapter 2257, and all other applicable laws;
- to employ a Bank that is both capable of providing high quality banking services and willing to be attentive to the City’s money matters;
- maximize the total dollars earned by the City on invested monies in order to be prudent and effective custodians of the taxpayers’ financial sources;
- maintain a good working relationship with the depository Bank; and
- adequately compensate the depository Bank for services provided to the City and to allow a reasonable profit to be earned, subject to competitive forces in the marketplace.

Annually staff reviews changes in regulatory requirements, current trends and technological advances in the banking industry, as well as new programs initiated internally. Overall, staff has been pleased with the performance by Independent Bank.

PROCESS

Emails were sent to banks in the Lake Cities area asking them to submit a proposal for the Bank Depository RFA. Additionally, the RFA was advertised in the Denton Record Chronicle on February 12 and 19, 2019.

The bid proposals were reviewed and rated based on the criteria and weighted percentage listed below:

- | | |
|--|-----|
| • Ability to perform the requested services | 27% |
| • Lowest aggregate cost of banking services | 25% |
| • Agreement to points outlined in the Bid and Contract | 23% |
| • Safekeeping/collateral agreements accepted | 25% |

The Request for Application (RFA) garnered interest from two institutions that submitted proposals. The institution’s reporting capabilities and its ability to meet the City’s needs were reviewed.

After reviewing the proposals, each was assessed and ranked based upon the specific criteria set forth in the Request for Application. Exhibit 1 demonstrates that the candidates were assigned a “Yes” or “No” answer to each criterion (excluding the cost of service). Exhibit 1 also includes the points allocated based upon the number of “Yes” answers within each category. Using this ranking system, all points were assigned objectively without favoring one specific criterion over another.

ANALYSIS

On a 100 point scale, Independent Bank received the most points with 95 and Point Bank received 70 points. Independent Bank is offering a higher interest rate on the City’s accounts and they offer safekeeping services for the City’s investment. Point Bank does not offer safekeeping services and for their interest rate on checking they are offering 0.35 basis points above their Commercial Money Market rate. Independent Bank is offering 1.75 basis points above their NOW rate with a floor of 0.50. As of the February interest rates, Point Bank would be 0.40, and Independent Bank would be 1.75%.

The proposal submitted by Independent Bank is only charging fees for the safekeeping services which are estimated to be \$300 monthly. Point Bank is only charging fees for bank wires which are estimated to be about \$160 per month. They charge more for international wires but at this time the City does not do any international wires.

Independent Bank is also offering the remote deposit capture with no monthly fees and will also provide one check scanner free of charge.

The results of the bank depository were presented to the Finance Audit Committee at their April meeting and their recommendation was to stay with Independent Bank.

RECOMMENDATION

Independent Bank and Point Bank were both able to provide the services as outlined in the bid, except for safekeeping serves. When analyzing all services with the fee structures proposed, the cost/benefit of Independent Bank provided the best value. Staff recommends to award the contract to Independent Bank.

Attachments

bank analysis
Vendor list
Bank RFA
Bank Depository Agreement
Custodial Agreement - Safekeeping

CITY OF CORINTH
RFA# 1125
Depository Review Key Points
Apr-19

Description	Independent Bank	Point Bank
Local Branch	5100 S. Stemmons Frwy Corinth, TX 4.64 miles	3971 FM 2181 Corinth, TX 3.30 miles
Overdraft Protection	Yes	Yes
Collateral	Letter of Credit or Pledged Securities	Yes
On-line Safekeeping		Not Available
Safekeeping Bank	Independent Banker's Bank	Not Available
Interest Paid on Deposits	NOW Rate + 170 Basis Points 1.75%	Current Rate + 35 Basis Points 0.40%
Balance Required in Bank	N/A	N/A
Remote Deposit Deposits Same Day Credit Cut-off	Yes 8 p.m.	Yes
Associated Costs of Service	scanner - \$410, or \$995	no information provided
On-Line Return Check & ACH On-line Deposit Adjustments	Yes Yes	No detail provided
Information Reporting Online Images of Checks/Dep Slips Receive Notifications by Mail/E-mail	Yes Yes Yes	Yes No detail provided
Positive Pay On-line Review On-line Decisioning Item Alerts (Email)	yes yes yes	No detail provided
Wire Transfers On-line Wire Capabilities Template Set-up Authorization Set-up Future Dated Wires	Yes Yes Yes Yes	Yes No detail provided

RFA#1125
BANK BID FEE SCHEDULE
April 2019

	Independent			Point Bank	
	Approx. Monthly Activity	Service Fee Per Item	Total Monthly Fee	Service Fee Per Item	Total Monthly Fee
BASIC BANKING SERVICES					
Account and depository services:					
Account maintenance	4	0.00	0.00	0.00	0.00
ZBA Maintenance Master Acct	2	0.00	0.00	0.00	0.00
ZBA Maintenance Sub Acct	2	0.00	0.00	0.00	0.00
Depository Services					
Checks Paid	350	0.00	0.00	0.00	0.00
Deposits	150	0.00	0.00	0.00	0.00
Deposit Corrections	5	0.00	0.00	0.00	0.00
Deposit Items - Charged Back	8	0.00	0.00	0.00	0.00
Checks/Debits Posted	3,785	0.00	0.00	0.00	0.00
Stop Payment	1	0.00	0.00	0.00	0.00
Automated Clearing House					
Miscellaneous Items Paid	47	0.00	0.00	0.00	0.00
Files Processed	4	0.00	0.00	0.00	0.00
Deposits	150	0.00	0.00	0.00	0.00
Maintenance	2	0.00	0.00	0.00	0.00
ACH Returns	2	0.00	0.00	0.00	0.00
ACH - WC Single Items	2	0.00	0.00	0.00	0.00
ACH Originated Items - PPD Debit	747	0.00	0.00	0.00	0.00
ACH Originated Items - PPD Credit	428	0.00	0.00	0.00	0.00
ACH Originated Items - CCD Credit	2	0.00	0.00	0.00	0.00
Control Total Entry	4	0.00	0.00	0.00	0.00
Cash Services					
MC-Disposable Bags Processed	150	0.00	0.00	0.00	0.00
MC - Coin Currency Orders	2	0.00	0.00	0.00	0.00
MC-Strapped Currency Provided	3	0.00	0.00	0.00	0.00
MC-Cash Deposit Processing	452	0.00	0.00	0.00	0.00
MC-IPD Mixed Deposit Total	65	0.00	0.00	0.00	0.00
Incoming Wire	5	0.00	0.00	0.00	0.00
Wire Transfers					
Domestic Wires	8	0.00	0.00	20.00	160.00
Book Transfers	3	0.00	0.00	0.00	0.00
Book Transfer Credit	2	0.00	0.00	0.00	0.00
International Wires	-	0.00	0.00	55.00	55.00
Total Basic Banking Services			0.00		215.00
ENHANCED BANKING SERVICES					
Paid Check IMAGE/Acct Recon					
Paid Check Image Maintenance	1	0.00	0.00	0.00	0.00
Paid Check Image; CD Rom/DVD per item	350	0.00	0.00	0.00	0.00
Paid Check Image: CD Rom per CD	1	0.00	0.00	0.00	0.00
Basic Positive Pay Maintenance	1	0.00	0.00	0.00	0.00
Basic Positive Pay Per Item	350	0.00	0.00	0.00	0.00
On-Line Reporting					
Return Report Confirmation	2	0.00	0.00	0.00	0.00
Return Items	46	0.00	0.00	0.00	0.00
Current Day Items	219	0.00	0.00	0.00	0.00
Prior Day Extended Detail	5,418	0.00	0.00	0.00	0.00
Prior Day Accounts	3	0.00	0.00	0.00	0.00
Current Day Accounts	3	0.00	0.00	0.00	0.00
Proactive Notification	3	0.00	0.00	0.00	0.00
Manual Deposit/Withdrawal	1	0.00	0.00	0.00	0.00
Total Enhanced Banking Services			0.00		0.00

**RFA#1125
BANK BID FEE SCHEDULE
April 2019**

	Independent			Point Bank	
	Approx. Monthly Activity	Service Fee Per Item	Total Monthly Fee	Service Fee Per Item	Total Monthly Fee
SAFEKEEPING SERVICES					
Security clearance/safekeeping:					
Provided By Bank	25	11.00	275.00	0.00	0.00
Provided by Customer	25	0.00	0.00	0.00	0.00
Safekeeping Fees	25	0.00	0.00	0.00	0.00
Total Safekeeping Services			275.00		0.00
MONTHLY RECAP OF FEES:					
Basic Banking Services			0		215
Safekeeping Services			275		0
Enhanced Banking Services			0		0
TOTAL BANKING FEES			\$ 275		\$215
ANNUAL RECAP OF FEES:					
Basic Banking Services			0		2580
Safekeeping Services			3,300		0
Enhanced Banking Services			0		0
TOTAL BANKING FEES			\$ 3,300		\$2,580

Earnings Credit
(income based on avg bank balance)

Less Estimated Bank Fees
Net Earnings Credit

	Est Interest Rate	Est Interest Earnings	Est Interest Rate	Est Interest Earnings
	1.75%	17,500	0.40%	4,000
		(3,300)		(2,580)
		14,200		1,420

RFA#1125
BANK DEPOSITORY ANALYSIS
April 2019

CRITERIA	POINTS ALLOWED	INDEPENDENT BANK	POINT BANK
TOTAL POINTS EARNED	100	95	70
I. Ability to perform the requested Services	27	26	26
A. Account Services			
FDIC Protection	1	Y	Y
Sweep Account Structure	1	Y	Y
B. Banking Center Services			
Change Orders	1	Y	Y
Vault Deposits	1	Y	Y
Electronic Deposit Correction Notice	1	Y	Y
Check Clearing Services	1	Y	Y
Serialized Deposit Slips	1	Y	Y
C. Disbursement Services			
Controlled Disbursement	1	N	Y
Stop Payments	1	Y	Y
On-line Check Image Retrieval	1	Y	Y
D. Reconciliation & Postive Pay Services			
Full Account Reconciliation	1	Y	Y
Electronic Recon File	1	Y	Y
Check Image Capture	1	Y	Y
Postive Pay	1	Y	Y
Payee, Ck No., Amt Match	1	Y	Y
On-Line Exception Review	1	Y	Y
E. Funds Transfer			
On-line Wire Transfer Capabilites	1	Y	Y
On-Line Wire Transfer Detail	1	Y	Y
F. Information Services			
On-Line Reporting	1	Y	Y
Location Name/Merchant ID on Statement	1	Y	Y
Deposit Slip Serial No. on Statements	1	Y	Y
Statements provided by 5th working day	1	Y	Y
Security/Fraud Control	1	Y	Y

RFA#1125
BANK DEPOSITORY ANALYSIS
April 2019

CRITERIA	POINTS ALLOWED	INDEPENDENT BANK	POINT BANK
G. Securities/Safekeeping Services On-line Safekeeping Services & Reporting	1	Y	N
H. Other Services			
Daylight Overdraft Services	1	Y	Y
Overdraft Services	1	Y	Y
Collateral Services	1	Y	Y
II. Lowest aggregate cost of banking services	25	23	2
a. Net Earnings		\$14,200	\$1,420
III. Agreement to points outlined in this Bid and Contract	23	21	22
A. On-line Banking Services	1	Y	Y
B. ACH System - Payroll & Vendors	1	Y	Y
C. ACH Debit Blocking	1	Y	Y
D. Electronic Data Interchange	1	Y	Y
E. Wire Transfers - Online Banking	1	Y	Y
F. Post No Checks - Fraud Protection	1	Y	Y
G. Controlled Disbursement Account	1	N	Y
H. Zero Balance Accounts	1	Y	Y
I. Positive Pay& Account Reconciliation Service	1	Y	Y
J. Cash Vault Services	1	Y	Y
K. Tamperproof Bank Bags	1	Y	Y
L. Funds Availability	1	Y	Y
M. Employee Check Cashing	1	Y	Y
N. Returned Check Reprocessing	1	Y	Y
O. Account Analysis	1	Y	Y
P. Bank Statements	1	Y	Y
Q. Payment for Services	1	Y	Y
R. Account Settlement	1	N	N
S. Research Requests	1	Y	Y
T. Bank Errors	1	Y	Y
U. Investment Account	1	Y	Y
V. Audit Confirmations	1	Y	Y
W. Bank Assessment	1	Y	Y

RFA#1125
BANK DEPOSITORY ANALYSIS
April 2019

CRITERIA	POINTS ALLOWED	INDEPENDENT BANK	POINT BANK
IV. Safekeeping/Collateral agreements accepted	25	25	20
A. Daylight overdraft policy	5	Y	Y
B. Acceptance of securities pledged and collateral substitution requirements	5	Y	Y
C. Custodian of Collateral	5	Y	Y
D. Collateral Reporting Requirements	5	Y	Y
E. On-line Safekeeping reporting requirements	5	Y	N

Company Name:	Mailing Address:	City:	State:	Zip Code:	Phone Number:	Fax Number:	Contact Name:	Email:
Bank of America Chase	4400 FM2181	HICKORY CREEK	TX	75065	940-497-2470			ram.s.iyer@chase.com
Chase	1017 HICKORY CREI	HICKORY CREEK	TX	75065	940-321-0030		DUSTIN JONES	dustin.m.jones@chase.com
Ciera Bank	3970 FM2181 #100	HICKORY CREEK	TX	75065	940-321-0135		ROB GRAVES	rob.graves@cierabank.com
DATCU	3005 FM2181	CORINTH	TX	76210	866-387-8585			psherman@datcu.org
Independent Bank	534 W MAIN ST STE	CORINTH	TX	76210	214-720-1205	469-301-2855	NOAH ELROD	nelrod@ibts.com
Point Bank	3971 FM2181	CORINTH	TX	76210	940-686-7000			anelson@pointbank.com
Point Bank	200 S HWY 377	PILOT POINT	TX	76258	904-686-7017	940-686-9326	CHRISTINA WILTH	cwilthers@pointbank.com
Wells Fargo	4051 FM2181	CORINTH	TX	76210	940-321-6704			mary.e.rollins@wellsfargo.com
Woodforest National Bank	1035 HICKORY CREI	HICKORY CREEK	TX	75065	940-366-7174			ewood@woodforestbank.com
Amegy Bank	2501 N Harwood St	Dallas	TX	75201	2147546019	2147546019	Kristen Billings	kristen.billings@amegybank.com



**REQUEST FOR APPLICATIONS FOR
BANK DEPOSITORY SERVICES
RFA #1125
CITY OF CORINTH, TEXAS**

IMPORTANT DATES:

RFA Issue Date:	Tuesday, February 12, 2019
RFA Publication Dates:	Tuesday, February 12, 2019 & Tuesday, February 19, 2019
Questions Deadline:	Thursday, February 28, 2019 @ 3:00 PM CST
Application Due Date and Time:	Tuesday, March 12, 2019 @ 2:00 PM CST
Anticipated Contract Effective Date:	June 1, 2019

Sealed applications 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 unbound application, two (2) complete bound copies of application, and one (1) complete copy in USB memory drive format (each with required signatures), and the bid bond 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 76208

Application Contact:

Cindy Troyer
Purchasing Agent
purchasing@cityofcorinth.com
(940) 498-3286

Sealed submissions shall be clearly marked "RFA #1125-BANK DEPOSITORY SERVICES - Do not open until 2:00 PM, Tuesday, March 5, 2019; and include the applicant's name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. **All forms in Appendix B must be completed, signed and returned with the application.**

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 Request for Applications or specifications will be made by addenda. Addenda will be posted at <http://cityofcorinth.com/Bids.aspx>. It is the responsibility of the respondent to monitor the City's website for addenda. Applicants shall acknowledge receipt of all addenda by submitting a signed copy with their application.

The City of Corinth reserves the right to reject any and all applications and to waive defects in applications. 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 businesses are encouraged to submit an application on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that sealed applications must be received by the due date and time shown above.** Applications received later than the date and time above will be returned unopened, and will not be considered. The City does not accept oral, telephone, faxed or electronic applications. **Applications submitted orally, by phone, fax or electronically will be disqualified and will not be considered in the evaluation process.** Applications 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 RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

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CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

1. INTRODUCTION

The City of Corinth, Texas (the "City"), pursuant to Chapter 105, Texas Local Government Code is requesting applications from eligible and qualified financial institutions to provide banking services to the City as described below. The services provided will be in accordance with this Request for Application (the "RFA") and attachments. It is City's intent that a Depository Bank Services Agreement detailing the services to be provided will be duly executed between the City and the selected financial institution.

To be eligible to respond to this RFA, the financial institution must have a full service "brick & mortar" presence within the municipal boundaries of the City of Corinth, Lake Dallas, or Hickory Creek. Preference will be given to institutions with a presence in Corinth.

Any and all charges and fees associated with the Depository Bank Services Agreement must be clearly and accurately included in the RFA response. The charges and fees represented in the RFA response shall overrule any and all previous bank service or other agreements between the City and the financial institution, as they relate to the accounts and services included herein. The City will not be obligated by any charges and fees not clearly and accurately presented in the RFA response. Services initiated after consummation of the Depository Bank Services Agreement shall carry charges and fees mutually agreed to, in writing, by the City and the financial institution. Regardless of time delay, the financial institution shall refund or credit the City for any erroneous charges and fees not agreed to in writing.

The City is soliciting applications for banking services currently utilized or being considered by the City. The City intends to manage its funds to minimize service charges and optimize investment income as authorized by policy and permitted by State law. Depending upon market conditions, future collected fund balances may be reduced and invested in other available investment alternatives.

This agreement will not cover any investment transaction activities other than safekeeping services and possible purchase of certificates of deposit within a pre-defined limit. The City plans to manage its own investment portfolio.

The initial contract period will be for a three-year period of June 1, 2019 through May 31, 2022, with a provision for two (2) one-year extensions under the same terms and conditions, at the option of the City. The agreement will also provide for a transition period not to exceed ninety (90) days for migration to a new bank at the end of the term.

The City reserves the right to open or close any number or types of accounts, as it deems necessary throughout the term of the agreement. Any fee charged for services not listed but later requested by the City will be mutually agreed upon in writing. All fees, rates, and conditions shall be fixed for the entire contract period, including extensions.

The Depository Bank Services Agreement is an important component of the treasury and cash management system of the City. From this perspective, the City is seeking a financial institution that is:

- Capable of providing the services required by the City,
- Willing to be attentive and responsive to the City's financial matters;
- Financially sound and meets the City's requirements; and
- A federal or Texas-chartered bank and be physically located within the corporate city limits of Corinth.

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

2. REQUEST FOR APPLICATION

Pursuant to Chapter 105 of the Local Government Code, this RFA is intended to serve as the application form for the Depository Bank Services Agreement. There are multiple blanks to fill in and questions to be answered. The evaluation of the applications will be based on the responses included herein.

There are multiple blanks to fill in and questions to be answered. The evaluation of the applications will be based on the responses included herein.

Exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by the applicant, if any, clearly stated and inserted in the appropriate place in the application submission. The City reserves the right to negotiate terms, conditions, and exceptions with an applicant to arrive at a final agreement.

If acceptable to the City, any exceptions, conditions, or qualifications to the City's specifications may be included, as appropriate, in the contract documents. Items and matters not explicitly excepted in this manner shall be deemed to be in conformance with the City's specifications.

The RFA also requests certain information to be attached and specifically labeled. Responses must be complete, address all aspects of the RFA, and include all requested information to receive full consideration by the City in the selection process. The City may choose to waive any irregularities in any responses received and reserves the right to reject any and all applications.

3. REQUIRED DISCLOSURES

As defined in Section 105.015 (c), each applicant shall comply with the conflict of interest provision of Section 131.903 of the State's Local Government Code in regard to the selection of the depositories:

Sec. 131.903. CONFLICT OF INTEREST.

- (a) A bank is not disqualified from serving as a depository for funds of a political subdivision if:
 - (1) an officer or employee of the political subdivision who does not have the duty to select the political subdivision's depository is an officer, director, or shareholder of the bank; or
 - (2) one or more officers or employees of the political subdivision who have the duty to select the political subdivision's depository are officers or directors of the bank or own or have a beneficial interest, individually or collectively, in 10 percent or less of the outstanding capital stock of the bank, if:
 - (A) a majority of the members of the board, commission, or other body of the political subdivision vote to select the bank as a depository; and
 - (B) the interested officer or employee does not vote or take part in the proceedings.
- (b) This section may not be construed as changing or superseding a conflicting provision in the charter of a home-rule municipality.

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

4. CALENDAR OF EVENTS

Tuesday, February 12, 2019	RFA distributed to prospective financial institutions
Thursday, February 28, 2019 (3:00 PM)	Deadline for questions/requests for additional information submitted through purchasing@cityofcorinth.com
Thursday, March 5, 2019 (5:00 PM)	Responses to related questions provided to Prospective financial institutions. Please note: only those who are recorded as having downloaded the RFA package from the City's website will be notified of any addenda.
Tuesday, March 12, 2019 (2:00 PM)	Responses due to Purchasing Department
Tuesday, May 2, 2019 (7:00 PM)	City Council consideration of contract award
June 1, 2019	New Depository Bank Services Agreement period begins

5. APPLICATION REQUIREMENTS

One (1) original unbound application (so marked), two (2) complete bound copies of application, and one (1) complete copy in USB memory drive format (each with required signatures), the bid bond check and all related response attachments in a sealed envelope or package and clearly marked "**RFA #1125 Bank Depository Services-DO NOT OPEN**" shall be delivered to the Purchasing Office by 2:00 PM, CST, Tuesday, March 12, 2019.

NO APPLICATION SHALL BE ACCEPTED AFTER 2:00 PM CST ON TUESDAY, MARCH 12, 2019.

The applicant shall use this RFA as the Official Response Form. Submitted prices, rates, conditions, and answers shall be included in final contract form. The signed, submitted response must include printed copies of all completed worksheets and will be deemed the applicant's official response. To reduce errors and increase the ease of both response and evaluation, the City is providing the RFA and Fee Schedule in a MS-Word format. The RFA is a protected Word document to enable the applicant to respond to the questions and incorporate comments into the RFA. The Fee Schedule is to provide unit prices for the bank service items listed and will be extended for the activity volume indicated for each item, to arrive at a total service cost.

6. BASIS OF AWARD

The City will award the contract to the applicant(s) whose response provides the best value for the City based on all factors which have a bearing on price and performance of the required services including, but not limited to, compliance with all RFA requirements, delivery, and the City's needs.

The City reserves the right to contact any applicant, at any time, to clarify, verify or request information with regard to any application. Unless stipulated in the attached RFA, the contract will be awarded to the applicant who provides goods and services specified herein at the best value for the City in compliance with Chapter 105 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one applicant, or to reject any or all applications.

Applicants must qualify under current Texas law as a State or National bank to serve as a municipal depository bank.

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

Transfer of funds will commence at such time the successful applicant has provided the City with all required forms and supplies necessary to ensure uninterrupted day-to-day operations. The successful applicant commits its "best efforts" to complete the execution of documentation and transfer of funds by the June 1, 2019 contract period start date. Failure to complete by the start date, at the discretion of the City, could be considered grounds for an alternative bank selection.

The successful applicant, upon termination of this contract, agrees to cooperate with a new bank for transfer of funds.

There will be no reading of the applications or other details provided when the sealed applications are opened following the application submission deadline. Upon written open records request, non-confidential information on the accepted application will be available after the City Council selects the successful Applicant.

Questions concerning this RFA must be submitted in writing to purchasing@cityofcorinth.com by 3:00 PM CST, Thursday, February 28, 2019.

7. EVALUATION CRITERIA

The City shall carefully review the submitted applications. The evaluation of the applications will be based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers and incentives;
5. Funds availability;
6. Interest paid on interest bearing accounts and deposits;
7. Earnings credit calculation on compensating balances;
8. Completeness of application and agreement to points outlined in the RFA;
9. Convenience of location(s);
10. Previous service relationship with the City;
11. Physically located within the Lake Cities area; and
12. Financial strength and stability of the institution.

After selection of an applicant based on the criteria above, the City may enter into negotiations as to the terms of the depository services agreement and any subsidiary agreements, all aspects of services, and the compensation to be paid to the applicant.

If, for any reason, the negotiations between the applicant selected and the City cannot be completed, the City may enter into negotiations with the second best application. Negotiations will continue in this sequence until an agreement is finalized or all applications are rejected.

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

APPLICATION SUBMITTED BY

This Application is being submitted to the City by the following person duly authorized to act on behalf of this financial institution.

Name of Financial Institution _____

Address of Financial Institution _____

FDIC Certificate # _____

Telephone # _____

Email Address _____

Officer Name & Title (printed) _____

Officer Signature _____

Signature indicates respondent accepts the specifications, terms and conditions of this solicitation and that respondent is not delinquent on any payment due the City or involved in any lawsuit against the City.

Date: _____

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

8. ACCOUNT ACTIVITIES

The City anticipates establishing an account configuration that consists of the following bank accounts:

- Control Concentration
- Depository - ZBA
- Disbursement Account - ZBA
- Benefits Trust Account - ZBA
- Economic Development Corp. Account
- Money Market Account

The Control Concentration Account serves as the City's master operating account into which wires and ACH transfers are received, credit card settlements are cleared, and receipts from direct account debits and payments received through the internet are deposited. From this account, wire and ACH transfers are initiated, credit card fees and charge backs are presented, returned checks and deposit corrections are posted, and bank services account analysis fees are to be debited. This account funds the daily presentments of the controlled disbursement account and the zero balance accounts. Investment activity of purchases and sales are made from this account, as well.

The Disbursement Account is a ZBA funded by the Control Concentration Account. Payroll checks are issued and the ACH files are prepared for employees with direct deposit. The City has approximately a 170-person payroll paid bi-weekly with an approximate amount of \$530,000 per month, \$265,000 bi-weekly. The City requires all employees to have direct deposit for payroll. The ACH file is prepared and transmitted by Thursday for employee payment receipt on Friday. This account also issues checks for the accounts payable of the City. The approximate number of checks per month is 350, totaling \$2,400,000.

The Depository Account is a ZBA account. This account is used to record all of the deposit transactions received from the cash handling departments within the City, deposit corrections, and returned items. The account sweeps nightly to the Control Concentration account.

The Benefits Trust Account is a ZBA, however the account is set to close upon settlement of outstanding checks.

The Economic Development Account is an interest-bearing account with approximately four transactions per month.

The City's account activity for December 2018 is tabulated in Exhibit 1 and targeted on the Fee Schedule, and balance information from January 2018 through December 2018 for the City accounts are provided in Exhibit 2. Actual balances and transaction activity could vary significantly.

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

9. REQUIRED SERVICES

The following services are required to be provided as described and/or be provided in an alternative form that results in essentially the same outcome or capability.

- A. **ONLINE BANKING SERVICES** – The City **requires** online banking services accessible through the internet that at a minimum include balance reporting, initiation of ACH debits and credits and wire transfers, interbank account transfers, and placement of stop payments on checks. The system must be able to record location numbers from the deposit slips. Additional capabilities should include the ability to reprint statements and export information to MS-Excel. The minimum balance reporting information should be for intra-day and previous business day and include: ledger balance, collected balance, one-day float amount, two-day float amount, total credits, total debits, and detail debits and credits, and should allow transaction search capability. Historical information should be maintained online and accessible for a minimum of six months.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- B. **ACH** – The City **requires** a robust ACH system with the capability to create ACH credits for direct deposit of payroll and vendor payments, and to direct debit customer accounts for A/R and utility billing charges.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- C. **ACH DEBIT BLOCKING** – The City **requires** ACH debit blocking capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- D. **ELECTRONIC DATA INTERCHANGE** – The City **requires** Electronic Data Interchange (“EDI”) service capability with the ability of obtaining monthly reports and transacting vendor payments.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- E. **WIRE TRANSFERS** – The City **requires** an online banking system that provides for initiating wire transfers. Wires may be one-time wires or repetitive wires of varying amounts. The system must allow saved templates for recurring wires.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

CITY OF CORINTH RFA #1125
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- F. POST NO CHECKS – The City **requires** the fraud protection feature or service that prevents checks from being posted to designated electronic-only accounts.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- G. CONTROLLED DISBURSEMENT ACCOUNT – The City **requires** the use of a Controlled Disbursement Account (CDA) for its disbursements. The Control Concentration Account serves as the master funding account to the CDA. The controlled disbursement presentment notification must also be accessible through online banking services. This information must be available and accessible by 10:00 a.m. local time.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- F. ZERO BALANCE ACCOUNTS – The City **requires** Zero Balance Accounts (ZBA) for designated accounts with the Control Concentration Account as the master funding account to the ZBAs. The bank teller function must identify the account as a ZBA to ensure honoring of presentments made at the bank.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- G. POSITIVE PAY AND ACCOUNT RECONCILIATION SERVICE – The City **requires** positive pay and full account reconciliation services on designated accounts from which checks are issued. The City would electronically transmit the issued check file to the bank. The bank would only honor those checks issued by the City that are pre-authorized through the positive pay system. Payment verification criteria will be date, check number, amount, and payee name. Please indicate what time exceptions are reported and when City instruction must be received.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- H. CASH VAULT SERVICES – The City current utilizes a Corinth Police officer to bring deposits to the bank. The bank should be willing to accept deposits via City Police, courier or armored car service.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- I. TAMPERPROOF BANK BAGS – The bank can provide tamperproof bank bags at no charge. If there is a charge, please provide cost information.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

- J. FUNDS AVAILABILITY – The City **requires**, at a minimum, same day credit for all transactions submitted before 4:00 p.m., subject to the bank’s availability schedule.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- K. EMPLOYEE CHECK CASHING – The City **requires** the bank to cash checks issued to employees (with proper identification) without service charges or fees to the employee or the City and without requiring the employee to open an account with the bank.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- L. RETURNED CHECK REPROCESSING – The City **requires** deposited checks to be processed for collection at least twice before making non-paid check images available for download by the City within two business days of the final rejected presentment. The City **requires** same day notification of all returned items in excess of \$5,000.00.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- M. ACCOUNT ANALYSIS – The City **requires** account analysis statements by individual account and at group level, which will reflect average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost, delivered to the City on a monthly basis. **This is also a requirement for “No Fee” or “Fee Waiver” applications.** The group level will include all accounts except the EMS account, which is reimbursed by a third-party and will be debited for account analysis charges on an individual account basis. The City will also **require** a separate account analysis statement for the EMS account.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- N. BANK STATEMENTS – The City **requires** that Statements be rendered within five (5) working days after the close of the calendar month. Accounts shall not be placed in dormant mode for inactivity. The statement shall include debits and credits made on the last day of the period and the detail items. Bank statements should be received on a monthly basis, even if there is no activity for the account. Bank Statements must include copies of deposit slips, and copies of the front and back of all checks. The City **requires** the ability to download bank statements in an Excel format from the on-line banking system.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

- O. PAYMENT FOR SERVICES – The City needs to be billed by the Bank for all fees associated with services provided by the Bank.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- P. ACCOUNT SETTLEMENT – Settlement of the excess/deficient condition as reflected by the group level account analysis is **required** to occur on a quarterly basis. If deficient, settlement is to be made by direct debit to the City’s Control Concentration Account.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- Q. RESEARCH – The City **requires** that all research requests are responded to within three business days of the request.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- R. BANK ERRORS – Bank errors resulting in lost interest to the City will be reimbursed by the bank to the City. The bank and the City will agree upon the method of reimbursement.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- S. INVESTMENT ACCOUNT – Please provide a description of the bank’s best “hard dollar” interest earning option the City may utilize for cash in excess of general operating needs. If a sweep option is proposed, confirm its compliance with Local Government Code Chapter 2256, the “Public Funds Investment Act”, and the City’s Investment Policy.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- T. AUDIT CONFIRMATIONS – Bank will provide electronic account balance audit confirmations to the City’s audit firm annually at no charge.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

- U. BALANCE ASSESSMENT – State how the bank will treat any Balance Assessment or balance-based fee applicable to the City (i.e. Deposit Supervisory Fee, Premium Assessment Fee, etc.):
(Also, please reflect treatment on the attached Fee Schedule)

- Fees to be waived.
- Fees to be partially waived.
- Fee to be passed in full to the City.

Comment:

- V. RESERVE REQUIREMENT – State whether or not the bank imposes a reserve requirement on balances used in calculating earnings credit.

- Yes.
- No.

Reserve Requirement %

Comment:

- W. EARNINGS CREDIT RATE – The bank must state the ECR and rate formula being proposed.

ECR %

Rate Formula:

Comment:

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

10. **SERVICES THAT MAY BE CONSIDERED**

The following services may be considered; please indicate the bank's ability to provide the services as described and the associated set-up, maintenance and/or per item processing charges:

- a. ONLINE PAYMENTS ACCEPTANCE – The City is interested in exploring options and capabilities for accepting payments for an expanded scope of services through an online interactive facility that would include payments by credit card, direct debit, funds transfer, etc. A function of the system would be the preparation of the accompanying remittance information.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- b. PAYROLL CARDS – The City may consider the use of Payroll Cards for compensating employees that do not have bank accounts if the need arises. Currently there are less than 20 employees that may utilize payroll cards.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- c. PURCHASING CARDS – The City currently contracts with a third-party provider for its purchasing card program but would like information on programs offered through the bank. Does the bank provide a purchasing card program? If so, please provide general information regarding card platforms supported, reports and account information available online, card control restrictions, and how a program administrator manages the cards.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- d. COURIER SERVICE – Can the bank provide a courier service for the City? If so, please provide the details of the service and how it would be billed.

- Fees to be waived.
- Fees to be partially waived; billed through analysis.
- Fee to be passed in full to the City; billed through analysis.
- Cannot provide.

Comment:

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

- e. ARMORED CAR SERVICES – Can the bank provide an armored car service for the City? If so, please provide the details of the service and how it would be billed.

- Fees to be waived
- Fees to be partially waived; billed through analysis
- Fee to be passed in full to the City; billed through analysis
- Cannot provide.

Comment:

- f. REMOTE DEPOSIT CAPTURE – The City does not currently utilize direct deposit capture services but would like to explore that option. Can the bank provide remote deposit capture services? If so, please provide information related to scanners offered and technology specifications or system requirements.

- Yes, can provide as requested/required
- No, cannot provide as requested/required.

Comment:

- g. RETAIL AND WHOLESALE LOCKBOX SERVICES – The City does not currently have retail and wholesale lockbox services for remittance of various accounts receivable payments but would like to explore the option. Can the bank provide information on this process, how it would work and any costs associated with the service.

- Yes, can provide as requested/required
- No, cannot provide as requested/required.

Comment:

- h. CONSUMER BILL PAY PROCESSING – The City does not currently have consumer bill pay processing (sometimes referred to Electronic Lockbox) for receipts of utility payments generated from personal customer bank bill pay programs. Does the bank offer this service? Can the bank provide information on this process, how it would work and any costs associated with the service.

- Yes, can provide as requested/required
- No, cannot provide as requested/required.

Comment:

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

11. COLLATERAL REQUIREMENTS

- A. COLLATERALIZATION – The successful bank shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Government Code, and the City’s Investment Policy. Ledger balance shall determine the total balance level. The successful bank shall pledge collateral equal to or in excess of the required level on a same day basis. The City will only accept a Letter of Credit for collateral.

The City shall approve, in advance and in writing, all proposed collateral.

If prior day ending ledger balance is to be used as the basis for calculating the required collateral pledge, in order to minimize any period where the City balances could be under collateralized, the City will require that the pledged amount be maintained at a minimum of 110% of the prior day ending ledger balance.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- B. COLLATERAL AMOUNT – The maximum ledger balances could exceed \$15,000,000 in the aggregate. Historically, the average balances are less than \$10,000,000. Please clearly explain any collateral limitations or fees. The City shall approve, in advance, all proposed collateral increase and reduction requests. The City reserves the right to maximize or minimize bank balances regardless of historical patterns. It is expected that the successful bank will monitor the collateral adequacy on a daily basis and provide additional collateral to secure balances as required.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- C. COLLATERAL CUSTODY – The pledged securities shall be held at an independent custodian acceptable to both the City and the successful bank. Monthly holding reports shall be filed with the City’s Finance Director or designee. Please provide the name of the proposed independent custodian as well as any related fees.

Name of Proposed Custodian:

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- D. COLLATERAL SUBSTITUTION – Any substitutions of the pledged securities or reductions in the total amount pledged shall be made only by and with the proper written authorization of an authorized City signatory.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

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- E. COLLATERAL REPORT – The successful bank **and** the custodian shall provide the City a monthly pledged securities report or additional reports at any time requested by the City. The report should describe the total pledged securities by:

Name
Type / Description
CUSIP
Par Value
Current Face Value
Market Value
Maturity Date
Rating by Moody's or Standard & Poor's

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- F. BOARD RESOLUTION – The Board of Directors or designated committee of the successful bank will be required to provide a FIRREA compliant resolution of certification approving the award of the agreement and commitment for delivery of the collateral to the custodian not later than five days before the commencement of the agreement period. The following is an extract of the FIRREA requirement from the FDIC Code:

AGREEMENTS AGAINST INTERESTS OF CORPORATION.--

- (1) IN GENERAL.--No agreement which tends to diminish or defeat the interest of the Corporation in any asset acquired by it under this section or section 11, either as security for a loan or by purchase or as receiver of any insured depository institution, shall be valid against the Corporation unless such agreement--
- (A) is in writing,
 - (B) was executed by the depository institution and any person claiming an adverse interest thereunder, including the obligor, contemporaneously with the acquisition of the asset by the depository institution,
 - (C) was approved by the board of directors of the depository institution or its loan committee, which approval shall be reflected in the minutes of said board or committee, and
 - (D) has been, continuously, from the time of its execution, an official record of the depository institution.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

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12. INVESTMENT ACTIVITIES

The Public Funds Investment Act in conjunction with the City's Investment Policy shall govern the City's investment activity and the successful bank will be required to provide services within the constraints of both.

- A. **DIRECT INVESTMENT ALTERNATIVE** – The City's direct investment activities may take place in any and all of the City accounts. The City shall have the right, at its sole discretion, to direct investment of its funds. Interest earnings on interest bearing accounts shall be credited monthly regardless of the amount, with no minimum amount restriction.

As part of the City's investment strategy the City reserves the right to open any number of accounts at other financial institution(s), in the form of DDA, MMA, and/or CDs as deemed appropriate by the City's management and adopted Investment Policy. The Investment Policy outlines the City's options for investing. The Policy is subject to annual review and revision by the City Council.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- B. **CERTIFICATES OF DEPOSIT** – Certificates of Deposit (CDs) purchased for the City shall be non-negotiable and shall be registered in the name of the City. The CDs must be fully insured by the FDIC or collateralized in accordance with the RFA requirements. Proof of collateral must be supplied to the City prior to CD settlement.

Extension of CDs – The successful bank agrees to honor and continue any CD made during the term of the agreement that will mature after the expiration date of the agreement at the same rate established at the time of placement.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- C. **SECURITY CLEARANCE/SAFEKEEPING SERVICES** – The City **requires** that the bank provide safekeeping services for the securities owned by the City or offers an alternative option for safekeeping services. All securities will be handled on a Delivery Versus Payment (DVP) basis as they are cleared into and out of the City's account.

The bank will act as securities clearing agent for all security purchases made by the City and for sales of securities from the investment portfolio and will provide the necessary wire transfer and physical delivery services required to support investment activities. Necessary controls will be negotiated with the bank. Confirmation of trades must be provided to the City within one (1) business day.

Security clearance and safekeeping services shall be governed by a "Safekeeping Agent" or similar agreement executed between the City and the bank. All interest payments on securities held are to be posted on the due date or on the next business day in the event the due date falls on a weekend or bank holiday. The City must be notified within seven (7) days of a call date notice for any securities being called prior to maturity.

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The City prefers a web-based safekeeping transaction monitoring and reporting mechanism.

All fees related to investment services provided by the bank, including safekeeping services, should be itemized and included on the Fee Schedule submitted in response to this RFA. Also, please provide a schedule of securities safekeeping fees as a part of the Response Attachments.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

D. SEPARATE SECURITIES CLEARANCE/SAFEKEEPING SERVICES –

The City may select a separate bank for Securities Clearance and Safekeeping Services for securities owned by the City. If the bank would consider such a relationship, please clearly indicate and provide all itemized fees related to a separate securities clearance and safekeeping services agreement as a part of the Response Attachments under Securities Safekeeping Fees. The requirements of the Securities Clearing and Safekeeping Services relationship are described above.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

E. COST SHARING OR CREDIT FOR THIRD PARTY SAFEKEEPING SERVICES –

If the bank would consider a cost sharing arrangement or offer a credit for third party securities clearance and safekeeping services, please provide details of the offer.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

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13. OVERDRAFT PROVISIONS

- A. NET OVERDRAFT DEFINED – The City does not intend to have a net overdraft position occur during the course of the agreement period. A net overdraft shall be defined as a negative balance in the City’s accounts **collectively**, not by individual account.

Yes, agree with that methodology No, do not agree with that methodology.

Comment:

- B. NOTIFICATION – In the event a check or checks shall be presented for payment where there are insufficient funds in City’s collective accounts, the successful bank agrees to promptly notify the City’s Finance Director or designee or other signatory person, by telephone or other means, of the overdraft condition, and to provide the City a period not exceeding one business day to respond and rectify the condition.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- C. STIPULATIONS – Should a net overdraft condition occur; the following shall apply:

Maximum number of banking days the overdraft shall be allowed:

Maximum amount of the overdraft: \$

Interest rate per annum computed on the overdraft: %

Comment:

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14. OTHER STIPULATIONS

- A. REGULATION NOTIFICATIONS – The successful bank shall notify the City in writing within thirty (30) days of any changes in Federal or State regulations or laws that would affect the agreement.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- B. INCOMING WIRE TRANSFERS – Notification of incoming wire transfers shall be made by telephone or other means to the City’s Finance Director or designee within one hour of the transaction and a written confirmation mailed to the City the same day of the transaction.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- C. RIGHT TO CANCEL UNDER FEDERAL OR STATE LAW RULINGS – In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the successful bank to comply with the requirements of the agreement, then the City expressly reserves the right and privilege to cancel the agreement and to re-solicit applications.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- D. ACCESS TO BANK RECORDS – The successful bank’s records relating to the City’s accounts shall be open for review during normal business hours by designated City staff members or appointed independent auditors.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- E. RIGHT TO OPEN & MAINTAIN OTHER ACCOUNTS – The City reserves the right to open and maintain one or more demand, money market, NOW, and/or CD accounts at financial institutions not affiliated with the successful bank.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- F. SECONDARY BANK DEPOSITORY – As a component of its disaster recovery plan, the City would consider maintaining a contractual agreement for a secondary depository bank relationship should an event occur that makes the primary depository bank inaccessible to the City. Depending on the outcome of this solicitation for a primary depository bank relationship, would the bank consider entering into this secondary relationship?

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

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- G. RIGHT TO TERMINATE – The City expressly reserves the right to terminate the agreement with or without cause at any time by providing ninety (90) days written notice to the successful bank to close its accounts.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- H. TERMS FIXED – All fees, rates, rate formulas, and conditions shall be fixed for the entire agreement period, including any and all continuations.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- I. ONE RELATIONSHIP OFFICER – The City requests **one** relationship manager to coordinate the successful bank’s efforts and remain directly responsible for facilitating all City/Bank interaction:

Description	Name	Title	Phone
Relationship Officer			

15. MISCELLANEOUS

- A. SEMI-ANNUAL MEETING – The City shall require a review meeting at least once every six months to evaluate the working relationship between the City and the successful bank. The objective shall be to address any problems and to seek solutions, as well as keeping abreast of changes, new services, or new requirements.

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

- B. FORMAL AGREEMENT REQUIRED – The final appointment of the successful applicant shall be made by the City of Corinth, Texas City Council. The successful bank shall be required to enter into an agreement that incorporates all of the requirements of their official response to this RFA, along with the accompanying related schedules and materials as called for in this RFA. Additional agreement attachments include: collateral custodial agreement, FIRREA bank certification, and PFIA investment provider certification. **A sample of the Proposed Agreement form is found as Exhibit 3.**

Yes, can provide as requested/required No, cannot provide as requested/required.

Comment:

This Request for Application is being offered by the following person duly authorized to act on behalf of the City.

Lee Ann Bunselmeyer, Director of Finance



APPENDIX A

STANDARD TERMS & CONDITIONS

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for application shall be incorporated into and be a part of any application 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 Applications 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 application.
- 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 APPLICATIONS:** Applications cannot be altered or amended after submission deadline. The signer of the application, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. **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.
- E. **AWARD:** The City reserves the right to award by line item, section, or by entire application; whichever is most advantageous to the City, unless denied by the Applicant.

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.
- F. **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.
 - G. **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.
 - H. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
 - 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 Applications. 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 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 applications 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.

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REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

3. Any notice provided by this Request for Applications (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 RFA and the UCC, the RFA 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 applications meeting the intent of this RFA 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 application. 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 applications. 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:
1. Have adequate financial resources or the ability to obtain such resources.
 2. Be able to comply with the instructions, specifications, terms and conditions.
 3. Have a satisfactory record of performance.
 4. Have a satisfactory record of integrity and ethics.
 5. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- U. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Bidder agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.

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- V. 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.
- W. PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Corinth from claims involving infringements of patents and/or copyrights.
- X. 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.
- Y. PRICES HELD FIRM:** All prices quoted in the applications will remain firm for a minimum of 90 days from the date of the application 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.
- Z. 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.
- AA. QUANTITIES:** Quantities indicated on the Application Forms are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid price. Individual purchase orders will be issued on an as-needed basis.
- BB. REFERENCES:** The City of Corinth requests Respondent to supply, with its RFA, 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.
- CC. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, this bid is 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.
- For processes other than low bid or best value bid, only the names of respondents will be read aloud at the bid opening.
- DD. REQUIRED DOCUMENTATION:** In response to this request for applications, all documentation required by this RFA must be provided.
- EE. 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.
- FF. 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.
- GG. 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.
- HH. 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.
- II. 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.
- JJ. 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.
- KK. 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.



APPENDIX B

SUBMITTAL FORMS

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

SERVICE AND FEE SCHEDULE

<u>Depository Services</u>	<u>Estimated Monthly Volume</u>	<u>Fee Charges/ Per Unit</u>	<u>Total Monthly Charges</u>
Account Services			
Account Maintenance	4		
ZBA Maintenance Master Account	2		
ZBA Maintenance Sub Account	2		
Depository & Disbursement Services			
Checks Paid	350		
Deposits	150		
Deposit Corrections	5		
Deposit Items-Charged Back	8		
Checks/Debits Posted	3,785		
Stop Payment	1		
ACH			
Miscellaneous Items Paid	47		
Files Processed	4		
Deposits	150		
Maintenance	2		
ACH Returns	2		
ACH- WC Single Items	2		
ACH Originated Items – PPD Debit	747		
ACH Originated Items – PPD Credit	428		
ACH Originated Items – CCD Credit	2		
Control Total Entry	4		
Cash Services			
MC-Disposable Bags Processed	150		
MC-Coin Currency Orders	2		
MC-Strapped Currency Provided	3		
MC-Cash Deposit Processing	452		
MC-IPD Mixed Deposit Total	65		
Incoming Wire	5		
Paid Check IMAGE/Acct Recon			
Paid Check Image Maintenance	1		
Paid Check Image: CD Rom/DVD Per Item	350		
Paid Check Image: CD Rom Per CD	1		
Basic Positive Pay Maintenance	1		
Basic Positive Pay Per Item	350		
On-Line Reporting			
Return Report Confirmation	2		
Return Items	46		
Current Day Items	219		

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Prior Day Extended Detail	5,418	_____	_____
Prior Day Accounts	3	_____	_____
Current Day Accounts	3	_____	_____
Proactive Notification	3	_____	_____
Manual Deposit/Withdrawal	1	_____	_____

Wire Transfers

Domestic Wires	8	_____	_____
Book Transfers	3	_____	_____
Book Transfer Credit	2	_____	_____

Safekeeping Services

Specify and list safekeeping charges here		_____	_____
		_____	_____
Any other fees not specified above		_____	_____

List any other applicable Bank charges: **Only the Bank charges listed above and in this section will be acceptable in the monthly account analysis.** Once selected as the City's Depository, no additional or increased fees for these services in the fee schedule may be charged to the City during the contract period.

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TO BE COMPLETED IF APPLICABLE

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 Application Forms, and further explanation of 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 application.

COMPANY NAME: _____

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 RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR APPLICATION

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 new contracts, amendments, renewals, extensions, purchase orders, and cooperative purchases. The requirement will be included in every Bid, RFA, SOQ, and RFQ issued by the City and will be required to be completed as part of the submittal requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed 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.

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

CIQ FORM

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

RESPONSE ATTACHMENTS

ALL ATTACHMENTS MUST BE RETURNED WITH THE COMPLETED APPLICATION, IN THE FOLLOWING ORDER

1. COMPLETED APPLICATION – Application must be completed in its entirety, including forms in Appendix B.
2. LOCATIONS – Provide the physical address of brick and mortar location within the City of Corinth, Lake Dallas, or Hickory Creek and lockbox location.
3. ACCOUNT ANALYSIS – A pro-forma account analysis statement using your format and service descriptions that reflect your proposed fees based on the volumes provided in this RFA and indicate any capability to provide the information electronically.
4. RATE BASIS – Explanation of the institution's policy and methodology used in setting rates paid on interest bearing accounts and account analysis earnings credit. Indicate if they are based on a market rate such as T-Bill discount or yield rate, or the Federal Funds rate, etc., and when the rates are changed. Also, please provide a historical schedule of rates paid.
5. FUNDS AVAILABILITY POLICY – Provide the funds availability policy for your institution.
6. SAMPLE COLLATERAL AGREEMENT.
7. SECURITY MEASURES – Information describing the institution's security measures to prevent fraud and unauthorized electronic and non-electronic transfers, and protect the integrity of computer banking services and internal computer systems.
8. TECHNOLOGY SPECIFICATIONS – Technology specifications for use of all proposed electronic systems and services.
9. SAMPLE SAFEKEEPING REPORT – Sample safekeeping report of the City owned securities that the City will receive monthly.
10. SECURITIES SAFEKEEPING FEES – Schedule of Securities Safekeeping Fees.
11. INVESTMENT ACCOUNT INFORMATION – Information on the investment account recommended for use by the City. Provide information for the bank's most attractive interest yielding option.
12. SUMMARY BUSINESS CONTINUITY PLAN – Summary of the institution's business continuation plans as they pertain to the City's ability to perform normal banking functions during natural and un- natural bank operation disruptions, including a Statement of Commitment to provide the City continuous and ongoing bank depository services to the best of the financial institution's ability.
13. REFERENCES – List of at least three (3) comparable public funds client references.
14. SAMPLE FIRREA COMPLIANT DOCUMENT – A sample copy of the bank's document that clearly shows that the bank's Board or designated committee has accepted the depository contract and authorized the pledge of collateral, with a permanent record of this action to be maintained in the minutes of the bank.
15. FEE SCHEDULE – Provide detailed descriptions and amounts of all fees associated with providing the services described in this RFA.
16. FORM 1295 – File form electronically on the Texas Ethics Commission website and provide a signed form with your application. (See page 33)
17. CONFLICT OF INTEREST QUESTIONNAIRE - Complete and sign the Conflict of Interest questionnaire. (See page 34)

CITY OF CORINTH RFA #1125
REQUEST FOR APPLICATIONS FOR BANK DEPOSITORY SERVICES

CERTIFICATION FORM

In submitting this application, the respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this application 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 application.
3. The undersigned agrees, if this application 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 Application will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this application has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this application have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this application.
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 application. The respondent 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 application or any ensuing contract that may follow.
6. The respondent 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. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
8. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
9. Respondent/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.
10. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this application package.
11. 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.
12. 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 application is issued, acknowledge addendum by initialing beside the addendum number:

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

Company Name: _____

Principal Place of Business Address, City, State, Zip: _____

Principal Place of Business Phone Number: _____ Fax Number: _____

AUTHORIZED REPRESENTATIVE:

Signature

Date

Printed Name

Title

Email Address

Phone

INSERT YOUR FIRM'S STANDARD SERVICE AGREEMENT AND ANY OTHER AGREEMENTS THAT REQUIRE CITY APPROVAL

The Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City's Request for Application #1125, including all documents incorporated by reference – Attachment A
- c) Institution's Application – Attachment B

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.

BANK DEPOSITORY SERVICES AGREEMENT

This Bank Depository Services Agreement (the “Agreement”) is made and entered into this 1st day of June 2019 (the “Effective Date”) by and between the City of Corinth, Texas, (hereinafter referred to as “Depositor”), a home-rule municipal corporation organized under the laws of the State of Texas, and Independent Bank (hereinafter referred to as “Bank”) a State chartered bank and licensed to conduct business in the State of Texas.

W I T N E S S E T H:

WHEREAS, Depositor, by statute and charter, is authorized to enter into agreements necessary or incidental to its duties and powers; and

WHEREAS, upon review of the responses to its request for proposals, Depositor has identified Bank as representing the “best value” in performing such duties and services enumerated in Depositor’s Request for Application (the “RFA”); and

WHEREAS, the Depositor hereby designates the Bank as its depository for banking services for the three (3) year period commencing June 1, 2019, through May 31, 2022, with the option for two (2) one-year extensions under the same terms and conditions with mutual consent of all parties.

NOW, THEREFORE, in consideration of payments hereinafter stipulated, the parties do hereby agree as follows:

1. **Incorporation of Premises.** The foregoing recitals are hereby found to be true and correct findings and shall be incorporated herein as part of the Agreement as if written word for word.
2. **General.** All services rendered to Depositor by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instruction of Depositor pursuant to Bank’s standard operations, policies, and procedures. Depositor agrees to remain in full compliance with the terms and conditions of all executed Banking Agreements and the scope of services outlined in the Depositor’s Bank Services RFA, incorporated herein by reference, during the term of this Agreement and any extensions thereof.
3. **Scope of Services.** Bank agrees to provide those services as described in Bank’s Response to Depositor’s Bank Services RFA incorporated herein by reference. Bank acknowledges that all

such services shall be performed by Bank in compliance with all applicable laws and regulations and, when applicable, subject to the approval of Depositor.

4. **Term.** The term of this Agreement shall begin June 1, 2019 and continue for three (3) years and expire on May 31, 2022. Thereafter, Depositor shall have the option to extend the Agreement including all addenda, schedules, and exhibits thereto, for two (2) additional one (1) year periods (each period hereinafter a “One Year Renewal Term”) by giving Bank written notice thereof sixty (60) days prior to the expiration of the respective term. Each One Year Renewal Term shall be subject to the same provisions and pricing as the initial term unless agreed to in writing by both parties.
5. **City Representatives.** During the term of this Agreement, Depositor will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of Depositor in any and all matters of every kind arising under the Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of Depositor in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.
6. **Commencement.** Bank agrees to begin performing the services as designated herein as soon as reasonably possible.
7. **Termination Provisions Upon Bank’s Default.** Should Bank at any time, in the sole opinion of Depositor, not carry out its obligations under this Agreement or not be progressing toward completion of the services to be rendered hereunder in an expeditious manner, or if Bank shall fail in any manner or discharge any other material obligations under this Agreement, Depositor may, upon providing Bank with sixty (60) days prior written notice and opportunity to cure, terminate this Agreement effective on that date (the “Termination Date”). Any unreasonable or unacceptable delays in the deposit of funds owing to Depositor shall constitute a material breach of contract and the basis for termination by Depositor. If Depositor shall terminate this Agreement for performance related reasons or other breach of contract, no fees of any type, other than fees due and payable at the time of termination for services performed, shall thereafter be paid to Bank.
8. **Compensation.** Depositor agrees to pay and Bank agrees to accept as full and sufficient compensation for the performance of all duties and services, as set forth herein, the Bank’s fees and costs for services stated in Bank’s Response to Depositor’s Bank Services RFA. Except as

otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services designated in the Bank's Response to Depositor's Bank Services RFA, including services, materials, training, equipment, travel, overhead, and expenses.

9. **Entire Agreement.** The entire agreement between Depositor and Bank shall consist of this Agreement, Bank's standard account agreements, including Signature Card and applicable Disclosures, Depositor's Bank Services RFA (incorporated by reference), Bank's Response to Depositor's Bank Services RFA, the Collateral Security Agreement, the Custodial Agreement and the Safekeeping Agreement listed in governing order of precedence in the event of conflict among any of the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral.
10. **Collateralization/Maintenance of Security.** All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), City's Investment Policy, and the Bank's Application pursuant to the terms of the Depository Pledge Agreement executed by the parties.
11. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Collin County will be the venue for any lawsuit arising out of this Agreement.
12. **Notices.** All notices, requests, demands and communication hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, notices to Depositor and Bank shall be sent to the addresses set forth below:

Depositor:

Bank: Independent Bank
 1600 Redbud Blvd
 McKinney TX 75069

Changes to the notice address may be made by either party upon written notice to the other party.

CITY OF CORINTH

By: _____

Name:

Title:

ATTEST:

By: _____

Name:

Title:

INDEPENDENT BANK

By: _____

Name: _Amy Feagin_____

Title: __EVP/Treasurer_____

ATTEST:

By: _____

Name: _Noah Elrod_____

Title: __AVP/Treasury Sales Officer__

CUSTODIAL AGREEMENT

This Custodial Agreement (this "Agreement") is entered into by and between the City of Corinth, Texas (herein referred to as "Client"), and Independent Bank, a Texas banking association (herein referred to as "Custodian") as of _____, 2019 (the "Effective Date").

Whereas, Client and Custodian are parties to a Bank Depository Services Agreement of the same date as this Agreement (the "Depository Agreement").

Whereas, in connection with the Custodian's provision of services pursuant to the Depository Agreement, Client wishes to engage Custodian to provide certain custodial services for Client.

Now, therefore, in consideration of the foregoing and the mutual covenants and agreements herein set forth, and other good and valuable consideration the existence, receipt and sufficiency of which hereby are acknowledged, Client and Custodian agree as follows:

1. Engagement and Acceptance. Client hereby engages and appoints Custodian as custodian of all securities, investment property, financial assets and other assets as are transferred to Custodian by or on behalf of Client to be held pursuant to this Agreement. Custodian hereby accepts such engagement and appointment. Custodian shall act as bailee for the exclusive benefit of Client and shall hold all assets for the benefit of Client, but is required to perform only such duties as are set forth in this Agreement or as may be otherwise agreed in writing by Client and Custodian. Client consents to the performance of Custodian's obligations hereunder by one or more third parties pursuant to the terms of one or more custodial agreements (however titled) between Custodian and such third parties now or hereafter in place, including without limitation such performance by TIB – The Independent BankersBank, N.A. ("TIB") pursuant to a Custodian Agreement dated June 3, 2010, between Custodian and TIB.
2. Securities, Dividends, Broker Accounts. All securities received by Custodian to be held pursuant to this Agreement shall be held by Custodian during the term of its engagement in its own name or in the nominee name used by Custodian unless some other arrangement shall apply in a particular case. Custodian shall accept and hold as custodian all dividends, interest, and other income earned upon assets held by it pursuant to this Agreement. Client shall issue orders with respect to the establishment of new accounts as well as the closing of existing accounts, and shall deliver appropriate trading authorizations, directly to its chosen broker with notification of such orders in writing to Custodian. Custodian shall then accept or deliver securities or certificates as are needed to establish new accounts or close existing accounts consistent with such orders.
3. Recordkeeping. Custodian shall maintain proper ledgers and records as to all assets received by it to be held under this Agreement. Client shall maintain adequate records of items being delivered or otherwise transferred to Custodian, or at least ten (10) business days' backup of source documents where transactions are being transmitted to Custodian, from which reconstruction of lost or damaged items or data can be made, and Client shall assume full responsibility for any loss or damage resulting from failure to maintain such records.
4. Action Upon Instructions. Custodian shall act pursuant to instructions received from Client. Custodian may decline to effect any such instruction, even though validly given, when in receipt of conflicting instructions, when such instruction conflicts with the purposes and intents of this Agreement. Custodian is relieved of any and all duties to provide investment advice or to examine the investment of any assets held or proposed to be held under this Agreement, or for any loss (or unrealized gain) relating thereto, and shall not be responsible for any prior, present or future acts or omissions on the part of Client or any other person.

5. Reliance. Custodian shall be entitled to rely upon any written or other instruction, direction, order or other communication, given by or on behalf of Client, believed in good faith by Custodian to be genuine and to have been given by the proper person or persons, without necessity of further investigation. Custodian also shall be entitled to rely upon opinions and advice of legal counsel and other experts selected by it. Custodian shall be fully protected, and not incur any liability, for any action taken or omitted in reliance upon any such instruction, direction, order or other communication, or any such opinion or advice, except for its own bad faith, gross negligence or willful misconduct.

6. Fees. Client will pay to Custodian the fees and costs set forth on Attachment 1 to this Agreement.

7. Exculpation and Indemnification. Neither Custodian nor any of its shareholders, directors, officers, employees, attorneys or agents shall (a) incur any liability for acts and omissions arising out of or related directly or indirectly to this Agreement or the obligations of Custodian hereunder except for such respective person's own bad faith, gross negligence or willful misconduct; or (b) be liable to Client for any special, indirect, incidental, punitive or consequential damages, and Client expressly waives such damages. Client shall indemnify Custodian and such other persons, and hold them harmless and, at the request of Custodian, defend them (with counsel selected by Custodian or otherwise satisfactory to it) from and against, any and all costs, expenses, attorney fees, court costs, judgments, penalties, fines, claims, liabilities, losses or demands, at law or in equity, which may be imposed upon, incurred by or asserted against any of them arising out of or relating to this Agreement or any matter pertaining to Custodian's duties under this Agreement, in each case except to the extent resulting from the respective indemnitee's bad faith, gross negligence or willful misconduct.

8. Confidential Information. Except as hereinafter specifically provided, all information disclosed by either party to the other party pursuant to this Agreement ("Confidential Information") will be held in confidence and will not be disclosed to any other person, except for purposes of Custodian's performance of its obligations pursuant to this Agreement and in connection with permitted assignments. Except as otherwise agreed, Custodian shall adhere to its customary procedures in connection with the preservation of any Confidential Information provided to it by Client or otherwise pursuant to this Agreement. Confidential Information does not include any information that (a) is already lawfully known by the receiving party when received as a matter of record; (b) is independently developed by the receiving party; (c) is now or hereafter becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement; (d) is received by the receiving party from a third party legally entitled to make such disclosure; or (e) is disclosed after the receiving party obtains prior written approval from the disclosing party for such disclosure. A party may disclose the other party's Confidential Information to the extent required by law, regulation, judicial process or order of a governmental authority, provided that the disclosing party discloses only that Confidential Information necessary to comply with such requirement and that the disclosing party gives the other party prompt notice (if permitted by applicable law) of such requirement following the disclosing party's receipt of notice, or determination of the existence, of such requirement.

9. Resignation and Termination. Custodian may resign at any time, and may be terminated by Client at any time with or without cause, in either case by giving written notice of resignation or termination to the other party at least ninety (90) days prior to the effective date specified in such notice. Such resignation or termination shall be effective on the date specified in said notice, or on such earlier date as may be mutually agreed upon by the parties. Promptly following the giving or receipt of such notice, as the case may be, Client shall provide Custodian with written

instructions regarding the delivery or transfer of all assets then held by Custodian under this Agreement. Absent proper instructions, Custodian may continue to hold such other assets, may return any or all such assets to Client in such manner as Custodian may specify, or may commence an interpleader or other appropriate action with any court of competent jurisdiction. The provisions of Section 11 and Custodian's rights of reliance, exculpation, and to accrued fees and expenses, shall survive such resignation or termination.

10. Further Assurance. Client and Custodian agree to perform such further acts and execute such additional instruments and agreements as may be reasonably requested by the other party from time to time to give further assurance of their respective rights and obligations under this Agreement.

11. Governing Law: Venue. This agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Texas, as applicable. Client and Custodian hereby irrevocably submit to the jurisdiction of any state or federal court sitting in Collin County, Texas, in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in Collin County, Texas. Client and Custodian agree that this section shall survive termination of this Agreement.

12. Agreement Binding; Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; provided that, except as provided in this section, neither party may assign this Agreement or the performance of the services to be provided by it hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld. No such consent shall be required in the event of a merger, consolidation or other business combination involving Custodian, provided that the successor corporation or entity shall be bound by the terms of this Agreement and, if requested by Client, has executed an assumption instrument in form reasonably satisfactory to Client.

13. Amendment and Waiver. Each supplement, modification, amendment and restatement of this Agreement, to be effective, shall be in writing and signed by Client and Custodian. Failure of either party hereto to enforce any of the provisions of this Agreement or any rights with respect thereto will not be considered a waiver of such provisions or rights, or in any way affect the validity of this Agreement. The failure by either party to enforce any of such provisions or rights will not prejudice such party from later enforcing or exercising the same or any other provisions or rights which it may have under this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. No waiver of any provision of this Agreement, or any rights or obligations of either party under this Agreement, shall be effective except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. Rights and remedies are cumulative and not alternatives.

14. Severability. If any provision of this Agreement, or any portion thereof, is subsequently held to be invalid or unenforceable under any applicable statute or rule of law, then that provision or portion notwithstanding, this Agreement will remain in full force and effect and such provision or portion will be deemed omitted and this Agreement will be construed as if such invalid or unenforceable provision or portion had not been contained herein.

15. Notices. Without limiting Custodian's right under this Agreement to rely on unwritten communications, all notices, requests, instructions, directions, orders and other communications required or permitted under this Agreement shall be in writing and deemed given when received by the intended recipient on a business day at its respective address as follows (or at such other address as it may designate hereunder by written notice to the intended recipient, effective upon actual receipt):

(a) If to Custodian:
Independent Bank
7777 Henneman Way, 5th Floor
McKinney, TX 75070
Attn: Amy Feagin, Treasurer
cc: Jeff Vorhees, ALM Manager

(b) If to Client:

16. Independent Contractor. Client and Custodian agree that Custodian is performing services under this Agreement as an independent contractor of Client.

17. Entire Agreement. This Agreement contains and constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Any signature affixed by digital means, and any transmission of a signature by facsimile or other electronic transmission, shall be sufficient to bind the executing party.

19. No Third-Party Beneficiary. There are no third-party beneficiaries of this Agreement.

[Signature page follows.]

CLIENT: City of Corinth, Texas

By: _____

Name: _____

Title: _____

CUSTODIAN: Independent Bank

By: _____

Name: _____

Title: _____

**ATTACHMENT 1 TO CUSTODIAL AGREEMENT
FEES AND COSTS**

1. Definitions. the following definitions shall apply for purposes of this Attachment:

(a) "Number of Securities" means the number of discrete securities (whether in physical or book-entry form) held in custody by Custodian pursuant to this Agreement for any portion of the subject calendar month, as determined by reference to the Custodian's records.

(b) "~~Value-Based Set-Up Fee~~" means an amount equal to the sum of (i) \$1.00, plus (ii) \$0.05 per \$10,000,000 par value.

2. Monthly Fees. Client will pay the following fees to Custodian with respect to each calendar month or portion thereof during the term of this Agreement:

(a) a fee equal to (a) \$6.00, multiplied by (b) the Number of Securities with respect to that calendar month; and

~~(a)~~(b) the Value-Based Fee with respect to each security held in custody pursuant to this Agreement during that calendar month.

3. Other Fees. Client will pay to Custodian the following fees:

(a) the Set-Up Fee with respect to each security received by Custodian to be held in custody pursuant to this Agreement;

(b) a fee of \$12.00 with respect to each pledge by Client of a security held in custody by Custodian pursuant to this Agreement;

(c) a fee of \$12.00 with respect to each payment of principal and/or interest on a security held in custody by Custodian pursuant to this Agreement;

(d) a fee of \$4.00 with respect to each credit advice provided by Custodian to Client; and

(e) a fee of \$20.00 with respect to each Client instruction for same-day settlement received after 10:30 a.m. McKinney, Texas time.

4. Costs.

(a) Client will pay to Custodian all reasonable costs associated, and actually incurred by Custodian in connection, with the conversion of Client's securities to Custodian's custody pursuant to this Agreement and the transfer of securities, cash balances and records pursuant to this Agreement.

(b) Client will pay to Custodian all reasonable out-of-pocket costs that are a normal incident of, and actually incurred by Custodian in, Custodian's performance of services pursuant to this Agreement including without limitation telephone expenses, messenger services, clearing expenses and postage.

5. Taxes. Client will pay all sales, use, excise and similar taxes and duties levied by any taxing authority in connection with Custodian's performance of services pursuant to this Agreement other than taxes that are levied upon Custodian's net income or payroll (collectively, "Taxes"). All fees and costs set forth in this Attachment are exclusive of Taxes.

6. Payment. All amounts payable pursuant to this Agreement are due within thirty (30) days of the date of receipt of each billing statement therefor and will be paid in accordance with payment instructions communicated to Client by Custodian from time to time. Custodian may deliver billing statements by delivery of paper copies or by delivery of electronic copies via e-mail.

If any amount is past due hereunder, Client agrees to pay interest on such amount at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. Client will pay any collection costs, including reasonable attorneys' fees, and other expenses incurred by Custodian to collect any sums due pursuant to this Agreement.

BUSINESS ITEM 9.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019

Title: MCM

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: N/A

Legal Review: N/A

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals:

AGENDA ITEM

Consider and act on the Termination and Settlement Agreement for Paving, Drainage and Water Improvements for Lake Sharon Drive, by and between the City, Magnum Construction Management, LLC f/k/a Munilla Construction Management, LLC, and Berkshire, Hathaway Specialty Insurance Company; and authorizing the Mayor or his designee to execute necessary documents.

AGENDA ITEM SUMMARY/BACKGROUND

RECOMMENDATION

BUSINESS ITEM 10.

City Council Regular and Workshop Session

Meeting Date: 06/20/2019

Title: Lake Sharon Drive

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: N/A

Legal Review: N/A

City Manager Review:

Strategic Goals:

AGENDA ITEM

Consider and act on the Tender Agreement for Completion of the Lake Sharon Drive Project, by and between the City, Berkshire Hathaway Specialty Insurance Company, and Wildstone Construction, LLC; and authorizing the Mayor or his designee to execute necessary documents.

AGENDA ITEM SUMMARY/BACKGROUND

RECOMMENDATION
