



*** PUBLIC NOTICE ***

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

**Thursday, September 19, 2019, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Board members and new applicant interviews.
2. Hold a discussion on the nominations, appointments, resignation and removal of members from the following: Keep Corinth Beautiful Commission, Planning and Zoning Commission, Board of Construction Appeals, Citizen Finance Audit Committee, Ethics Committee, Corinth Economic Development Corporation, and Zoning Board of Adjustments.
3. Hold a discussion and provide staff direction on City Council and Workshop meeting procedures.
4. Hold a discussion and provide staff direction on vaping practices/policies with regard to Lake Dallas and Denton Independent School Districts.
5. 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.

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".

PRESENTATION:

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.

CITIZENS COMMENTS

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

PUBLIC HEARING

BUSINESS AGENDA

1. Consider and act on an Ordinance adopting the 2019-2020 Annual Budget and appropriating resources for the budget year beginning October 1, 2019.
2. Consider and act on an Ordinance levying and adopting the tax rate for the 2019-2020 Fiscal Year.
3. Consider and act on an Ordinance approving the 2019 Tax Rolls and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2019 and ending September 30, 2020.
4. Consider vote to ratify the property tax increase reflected in the city’s annual budget for FY2019-2020.
5. Consider and act on a Resolution approving a compensation plan for employees, adopting pay schedules for General Government, Police, and Fire employees; and providing for an effective date.
6. Consider and act on a Resolution approving a First Amended and Restated Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Texas, the Corinth Economic Development Corporation and 6Q Hospitality, L.L.C. in connection with the construction and operation of a hotel and conference center in the City that, among other things, clarifies the performance obligations of the parties and extends the dates for meeting certain performance obligations.
7. Consider and act upon a Major Subdivision Waiver for driveway spacing on a 2.327 Acre property totaling legally described as Abstract 0511A E.A. Garrison Survey, Tract 19(PT)(ROW), Tract 19(PT), Tract 20(PT)(ROW), Tract 20(PT), Tract 21(PT), and Tract 22. (Magnolia Center Major Subdivision Waiver)
8. Consider and act on nominations, appointments, resignations and removal of members from Keep Corinth Beautiful Commission.
9. Consider and act on nominations, appointments, resignations and removal of members from the Planning and Zoning Commission.

10. Consider and act on nominations, appointments, resignations and removal of members from the Board of Construction Appeals.
11. Consider and act on nominations, appointments, resignations and removal of members from the Citizen Finance Audit Committee.
12. Consider and act on nominations, appointments, resignations and removal of members from the Ethics Committee.
13. Consider and act on nominations, appointments, resignations and removal of members from Corinth Economic Development Corporation,
14. Consider and act on nominations, appointments, resignations and removal of members from the Zoning Board of Adjustments.
15. Consider and act on nominations/ appointments to the Parks and Recreation Board.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

The City Council will convene in such executive 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.

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.

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.

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 13th day of September, 2019 at 11:30 a.m. on the bulletin board at Corinth City Hall.

Kimberly Pence, City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Board members and new applicant interviews
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Board members and new applicant interviews.

AGENDA ITEM SUMMARY/BACKGROUND

Council to interview Rodney Thorton in Place 6 & 2nd alternate for the Planning and Zoning Commission

RECOMMENDATION

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Review Board Appointments
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive
Government
Organizational Development

AGENDA ITEM

Hold a discussion on the nominations, appointments, resignation and removal of members from the following: Keep Corinth Beautiful Commission, Planning and Zoning Commission, Board of Construction Appeals, Citizen Finance Audit Committee, Ethics Committee, Corinth Economic Development Corporation, and Zoning Board of Adjustments.

AGENDA ITEM SUMMARY/BACKGROUND

Hold a discussion on the nominations, appointments, resignation and removal of members from the following: Keep Corinth Beautiful Commission, Planning and Zoning Commission, Board of Construction Appeals, Citizen Finance Audit Committee, Ethics Committee, Corinth Economic Development Corporation, and Zoning Board of Adjustments.

RECOMMENDATION

WORKSHOP BUSINESS ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Meeting Procedures
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive
Government
Organizational Development

AGENDA ITEM

Hold a discussion and provide staff direction on City Council and Workshop meeting procedures.

AGENDA ITEM SUMMARY/BACKGROUND

Hold a discussion and provide staff direction on City Council security practices

RECOMMENDATION

WORKSHOP BUSINESS ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Vaping procedures/policies
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Hold a discussion and provide staff direction on vaping practices/policies with regard to Lake Dallas and Denton Independent School Districts.

AGENDA ITEM SUMMARY/BACKGROUND

Hold a discussion and provide staff direction on vaping practices/policies with regard to Lake Dallas and Denton Independent School Districts.

RECOMMENDATION

BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Adopt the Annual Budget
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Ordinance adopting the 2019-2020 Annual Budget and appropriating resources for the budget year beginning October 1, 2019.

AGENDA ITEM SUMMARY/BACKGROUND

This item is to adopt and appropriate funds for the FY 2019-2020 budget. Prior to this meeting, the City followed Truth-in-Taxation public notice requirements, held two public hearings on the tax rate and one public hearing on the proposed budget. Interested taxpayers were given the opportunity to provide feedback on the tax rate and proposed budget.

The annual budget continues to provide the financial resources to support our community need and is developed based on the Strategic Plan and the following guiding principles:

- * Perform all budgetary functions in complete and open transparency
- * Reduce tax rate when possible while maintaining service levels
- * Be fiscally responsible while meeting city departmental needs
- * Maintain reserves in accordance with statutory requirements and financial policies.
- * Use fund balance only for one-time expenditures or for temporary budgetary stabilization in an economic downturn.

The total budget includes expenditures of \$42,220,067.

RECOMMENDATION

I move to approve an ordinance adopting the Fiscal Year 2019-2020 Annual Budget and appropriating resources for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, ADOPTING A BUDGET AND THE FIRST YEAR OF THE CAPITAL IMPROVEMENT PLAN AND APPROPRIATING RESOURCES FOR THE BUDGET YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, FOR THE CITY OF CORINTH, INCLUDING OPERATION OF GENERAL GOVERNMENT, THE WATER / WASTEWATER UTILITY FUND, THE STORM WATER UTILITY FUND, THE STREET MAINTENANCE SALES TAX FUND, THE DEBT SERVICE FUND, THE ECONOMIC DEVELOPMENT CORPORATION FUND, THE CRIME CONTROL AND PREVENTION DISTRICT FUNDS AND VARIOUS SPECIAL REVENUE FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the laws of the State of Texas and the City Charter, the budget covering proposed expenditures for the fiscal year beginning October 1, 2019 and ending September 30, 2020 was filed with the City Secretary; and

WHEREAS, the City Council conducted budget workshops on the proposed budget on August 1, August 8, August 22, and September 5, 2019 and fully considered the proposed budget; and

WHEREAS, in accordance with the provisions of the City Charter and the Local Government Code, the City Council of the City of Corinth, Texas published notice of and conducted a public hearing on the budget on September 5, 2019;

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

SECTION 1.

That the City Council adopts the budget for the City of Corinth, Texas, a copy of which is on file in the office of the City Secretary and incorporated herein by reference as if copied verbatim and which is hereinafter referred to as the “budget”, for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

SECTION 2.

That the sum of Twenty Million Eight Hundred Sixty-Five Thousand Five Hundred and Nineteen Dollars (\$20,865,519) is hereby appropriated out of the General Fund revenues for the payment of operating expenses of the City Government, as set forth in the budget.

SECTION 3.

That the sum of Two Million Nine Hundred Thirty-One Thousand Six Hundred and Eighty-One Dollars (\$2,931,681) is hereby appropriated out of the General Debt Service Fund revenues and reserve for the payment of the annual general debt service requirements, as set forth in the budget.

SECTION 4.

That the sum of Seven Hundred Thirty- Three Thousand Seventy-Eight Dollars (\$733,078) is hereby appropriated out of the Street Maintenance Sales Tax Fund revenues for the payment of street maintenance operating expenses, as set forth in the budget.

SECTION 5.

That the sum of Thirteen Million Seven Hundred Ten Thousand and Three Hundred Sixty-Eight Dollars (\$13,710,368) is hereby appropriated out of the Water/Wastewater Utility Fund revenues for the payment of operating expenses of the Water/Wastewater Utility Fund, as set forth in the budget.

SECTION 6.

That the sum of Eight Hundred Ninety-Nine Thousand Four Hundred and Forty-Five Dollars (\$899,445) is hereby appropriated out of the Storm Water Utility Fund revenues for the payment of operating expenses of the Storm Water Utility Fund, as set forth in the budget.

SECTION 7.

That the sum of Nine Hundred Thirty-Six Thousand Five Hundred and Fifty-Seven Dollars (\$936,557) is hereby appropriated out of the Economic Development Corporation revenues for the payment of operating expenses of the Economic Development Corporation, as set forth in the budget.

SECTION 8.

That the sum of Three Hundred Seventy-Seven Thousand Two Hundred and Twenty-Eight Dollars (\$377,228) is hereby appropriated out of the Crime Control & Prevention District revenues for the payment of operating expenses of the Crime Control & Prevention District, as set forth in the budget.

SECTION 9.

That the sum of Six Hundred Ninety-Six Thousand Dollars (\$696,000) is hereby appropriated out of the Wastewater Impact Fee Fund revenues for the payment of operating expenses of the Wastewater Impact Fee Fund, as set forth in the budget.

SECTION 10.

That the sum of Twenty-Five Thousand Dollars (\$25,000) is hereby appropriated out of the Roadway Impact Fee Fund revenues for the payment of operating expenses of the Roadway Impact Fee Fund, as set forth in the budget.

SECTION 11.

That the sum of One Million Forty Five Thousand One Hundred and Ninety One Dollars (\$1,045,191) is hereby appropriated out of the following Special Revenue Funds for the payment of operating expenses, as set forth in the budget.

Hotel Occupancy Tax	\$71,549
Keep Corinth Beautiful	\$10,800
Child Safety Program	\$27,000
Police Confiscation – State	\$25,750
Police Confiscation – Federal	\$10,300
Municipal Court Security	\$29,700
Municipal Court Technology	\$14,493
Park Development	\$15,000
Community Park Improvement Fund	\$10,000
Tree Mitigation	\$50,000
Technology Replacement	\$95,000
Fire Department Vehicle Replacement	\$349,391
General Fund Vehicle Replacement	\$173,938
Utility Vehicle & Equipment Replacement	\$112,670
Utility Meter Replacement	\$49,600

SECTION 12.

That the City Council approves the first year of the Capital Improvement Program Budget, as set forth in the budget.

SECTION 13.

This Ordinance shall take effect from and after its adoption.

PASSED AND APPROVED BY A VOTE OF AT LEAST TWO-THIRDS OF THE CITY COUNCIL ON THE 19th DAY OF SEPTEMBER, 2019.

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Adopt Tax Rate
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Ordinance levying and adopting the tax rate for the 2019-2020 Fiscal Year.

AGENDA ITEM SUMMARY/BACKGROUND

The proposed tax rate of \$0.54500 per \$100 valuation is used to balance the FY 2019-2020 Budget. The tax rate is above the estimated effective tax rate of \$0.49881. As required by Property Tax Code Section 26.05(d), the City held two public hearings on the proposed tax increase on August 22, 2019 and September 5, 2019. Additionally, the *Notice of 2019 Tax Year Proposed Property Tax Rate* for the City of Corinth was published in the Denton Record Chronicle on Tuesday, August 13, 2019.

The proposed property tax rate should generate \$12,951,685 in property tax revenue to support the general fund and the debt service fund. The distribution of the tax rate and property tax revenue is as follows:

Fund	Tax Rate	Tax Revenue
General Fund	\$0.43211	\$10,268,904
Debt Service Fund	\$0.11289	2,682,781
Total	\$0.54500	\$12,951,685

RECOMMENDATION

Proposed Motion:

I move to approve an ordinance that the property tax rate be increased by the adoption of a tax rate of \$0.54500 per \$100 assessed valuation, which is effectively a 13.17% increase in the tax rate.

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS LEVYING AD VALOREM TAXES AND A TAX RATE FOR THE OPERATION OF CITY GOVERNMENT FOR THE YEAR 2019-2020; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Corinth finds that a tax rate of \$.54500 per \$100 valuation for the year, hereinafter levied for current expenses of the City and general improvements of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, all statutory and constitutional requirements for the levy and assessment of ad valorem taxes have been completed in due and correct time and all requirements of the Corinth City Charter have been met; **NOW, THEREFORE**,

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

Section 1.

The City Council does hereby levy a tax upon all taxable property in the City and adopt the tax rate on \$100 assessed valuation for the City for maintenance and operation of the City government for the tax year as follows:

.43211/\$100

Section 2.

The City Council does hereby levy and adopt the tax rate on \$100 assessed valuation for the City for debt service for City government for the tax year as follows:

.11289/\$100

Section 3.

As required by TEX. TAX CODE sec. 26.05, the following statements are included:

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 13.17 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$15.00.

Section 4.

Provisions relative to penalties, interest and remedies for the collection of delinquent taxes, as set out in the Charter and the Code of the City of Corinth, Texas, as amended, and the laws of the State of Texas, shall be used in the collection of the taxes levied herein.

Section 5.

This Ordinance is effective upon its adoption.

PASSED AND APPROVED THIS THE 19th DAY OF SEPTEMBER, 2019.

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

BUSINESS ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Approve Tax Rolls
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Ordinance approving the 2019 Tax Rolls and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

AGENDA ITEM SUMMARY/BACKGROUND

The Texas Property Tax Code, Section 26.09 (e) requires that the City Council approve the tax roll as submitted by the Assessor. The Roll is calculated by taking the 2019 Certified Appraisal Roll of \$2,376,455,965 and applying the 2019 adopted tax rate of \$.54500 per \$100 valuation.

Chapter 26 of the Property Tax Code requires municipalities to adopt an estimated collection rate to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make tax payers aware of the tax rate proposal.

The anticipated collection rate used for the General Fund and the Debt Service Fund is 100% for the 2019-2020 fiscal year. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

RECOMMENDATION

Proposed Motion: I move to approve the Ordinance accepting the 2019 Tax roll and to accept the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, APPROVING THE 2019 TAX ROLLS AND PROVIDING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:

SECTION 1. The City Council hereby approves the 2019 tax rolls of the City of Corinth, Texas, as approved by the Appraisal Review Board of the Denton Central Appraisal District, which, with amounts of tax as approved by the governing body, will result in a tax levy in the amount of \$12,951,685 based on the Certified Appraisal Roll and raise more revenue from property taxes than in the previous year.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2019.

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM AND LEGALITY

City Attorney

BUSINESS ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Vote to Ratify Tax Increase
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider vote to ratify the property tax increase reflected in the city’s annual budget for FY2019-2020.

AGENDA ITEM SUMMARY/BACKGROUND

Section 107.003 (c) of the Texas Local Government Code states that adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this section of the code must be separate from the vote to adopt the budget or a vote to set the tax rate.

RECOMMENDATION

Proposed Motion:

I move to ratify the property tax increase reflected in the city’s annual budget for FY 2019-2020.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Compensation Plan Resolution
Submitted For: Bob Hart, City Manager **Submitted By:** Guadalupe Ruiz, Director
Finance Review: Yes **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Organizational Development

AGENDA ITEM

Consider and act on a Resolution approving a compensation plan for employees, adopting pay schedules for General Government, Police, and Fire employees; and providing for an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

When analyzing the City’s employees’ salary distribution in the pay range for employees in the General Government Pay Schedule, most employees' salaries (69%) are below the mid-point of Corinth’s current pay ranges. Although, experience and education dictate the employee's salary, ideally, salaries should be at the mid-point of the pay ranges for employees that have the required experience and education for the position. Additionally, Corinth’s current pay ranges, when compared to our target market, continue to be below the median minimum (50th percentile – where half of the employers pay more, and half pay less) target established by Council.

In an effort to attract and retain employees, the budget contains funding for a 3% adjustment to the General Government, Police and Fire Pay Schedules, and a 3% merit pay increase for the general government and public safety employees (one step).

The total adjustments are \$135,360 for public safety employees, \$118,122 for general fund, \$47,322 for utility fund, \$4,469 for drainage fund, \$3,370 for crime control fund, \$4,172 for economic development and \$471 for the child safety fund. The total cost for the continuation for a 3% step plan progression is \$135,360 for eligible police and fire employees, \$118,122 for employees in the general fund and \$3,370 in the Crime Control fund. The budget also includes 3% merit pay increases for general employees of \$118,122 in the general fund, \$47,322 in the utility fund, \$4,469 in the drainage fund, \$4,172 in the economic development, and \$471 in the child safety fund.

The adjustments, step plan progressions, and merit increases will be effective October 1, 2019.

Source of Funding: FY 2019-2020 Budget

RECOMMENDATION

Staff recommends adopting a Resolution approving a compensation plan for employees, adopting pay schedules for General Government, Police, and Fire employees; and providing for an effective date of October 1, 2019.

Attachments

Resolution

RESOLUTION NO. 19-09-19-19

A RESOLUTION APPROVING A COMPENSATION PLAN FOR EMPLOYEES, ADOPTING PAY SCHEDULES FOR GENERAL GOVERNMENT, POLICE, AND FIRE EMPLOYEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2019-'20 Annual Program of Services contains funding for a 3% adjustment to the General Government, Police, and Fire pay schedules; with a continuation of a 3% step plan progression for employees on the Police and Fire pay schedules and a 3% merit pay increase for the general government employees; and

WHEREAS, the City Council desires to approve the recommendations of the City Staff, subject to certain conditions, as more particularly set forth hereinbelow;

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

SECTION 1.

That the Pay Schedule for certain employees of the Police Department, attached hereto as Exhibit A, and the Pay Schedule for certain employees of the Fire Department, attached hereto as Exhibit B, are adopted and approved,

SECTION 2.

That the Employees on the Police and Fire Pay Schedules will receive a salary adjustment that corresponds to the employee's current Pay Group and Step on the adopted 2019-'20 pay schedules. This salary adjustment will be effective October 1, 2019.

SECTION 3.

That after placement on the 2019-'20 pay schedules, the progression of eligible employees on the Police Pay Schedule within the Pay Group, and the progression of eligible employees on the Fire Pay Schedule within the Pay Group, is approved, subject to the following:

- A. Employees who receive a salary less than the maximum pay for the Pay Group assigned to their job classification, after placement on the 2019-'20 pay schedules, will receive a salary adjustment to place them at one Step higher within their Pay Group of the Pay Schedule. This increase will be effective October 1, 2019 for those employees that have been in the position since or before April 1, 2019.
 - 1. Employees hired after April 1, 2019 and before October 1, 2019 who receive a salary less than the maximum pay for the Pay Group assigned

to their job classification **will be eligible** for a Step increase on the date they complete six (6) months in their position.

2. Employees hired as Police Recruit that have become Police Officer **will not be eligible** for a Step increase unless they have been in the position (as a police officer) since April 1, 2019.
- B. Those employees whose salary is at the maximum pay for the Pay Group assigned to their job classification after placement on the 2019-'20 pay schedules **are not eligible** for a Step increase. Such employees will be eligible to receive the merit increase available for employees on the General Government Pay Schedule. Any increase is contingent upon and subject to the employee meeting the General Government Pay Schedule merit increase requirements for eligibility and the Chief of Department's decision. Any such increase will be based on the salary assigned to the maximum pay for the employees' pay group on the pay schedule as October 1, 2019 (Section 2) and will be provided as a lump sum on October 18, 2019.
 - C. Employees with an overall performance rating of "Needs Improvement" shall not receive a Step increase or Lump Sum payment.

SECTION 4.

Placement of newly hired employees on the Police and Fire Pay Schedules will be determined by the Department's Chief based on experience and qualifications, contingent upon approval from the Human Resources Director and the City Manager.

SECTION 5.

Progression within the Pay Group in future fiscal years is contingent upon City Council approval of budget funds.

SECTION 6.

That the Pay Schedule for all other City employees on the General Government Pay Schedule, attached hereto as Exhibit C, is hereby adopted and approved, subject to the following:

- A. Effective October 1, 2019, employees will receive a salary adjustment to place them on the adopted 2019-'20 pay schedule at the distance from the Range Minimum corresponding to the Pay Group they had as of September 30, 2019.
- B. Employees will be eligible for a merit increase contingent to the eligibility procedure established by the City Manager.

SECTION 7.

- A. The City Council authorizes the City Manager to administer the Classification and Compensation Plan, including the Merit Increase, Progression Plan for Maintenance Workers and Light Equipment Operators in the Public Works Department, and to establish procedures for the same. **Overall increases or decreases to the Pay Schedules are authorized only upon approval by the City Council.**

- B. If, while the Pay Schedules are effective, the City Council approves a Cost of Living Adjustment (COLA) to raise employees' base pay, the COLA will not apply to the Pay Schedules unless adopted by the City Council. If a COLA is granted to an employee's base pay, the employee cannot receive an increase which would result in the employee receiving a higher level of pay than the maximum range paid for the employee's position. Where an employee's pay is close to the maximum range, the employee will receive a base pay increase to the maximum rate for the Pay Group for that job classification and any remaining COLA increase will be provided as a lump sum. If the City Council approves a COLA to the Pay Schedules, each pay rate on each Pay Schedule shall be adjusted by the percentage increase authorized by the City Council.

SECTION 8.

This Resolution shall become effective immediately upon passage and the Pay Schedules shall become effective October 1, 2019.

PASSED AND APPROVED THIS 19 DAY OF SEPTEMBER, 2019.

Bill Heidemann, Mayor

ATTEST:

Kim Pence, City Secretary

APPROVED AS TO FORM:

WM. Andrew Messer, City Attorney

PAY GROUP	PAY BASIS	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
PD1R	A-2080 hours M B H	Police Recruit	\$ 51,792.00 \$ 4,316.00 \$ 1,992.00 \$24.90									
PD1	A-2080 hours M B H	Police Officer	\$ 56,971.20 \$ 4,747.60 \$ 2,191.20 \$ 27.39	\$ 58,676.80 \$ 4,889.73 \$ 2,256.80 \$ 28.21	\$ 60,424.00 \$ 5,035.33 \$ 2,324.00 \$ 29.05	\$ 62,233.60 \$ 5,186.13 \$ 2,393.60 \$ 29.92	\$ 64,084.80 \$ 5,340.40 \$ 2,464.80 \$ 30.81	\$ 65,998.40 \$ 5,499.86 \$ 2,538.40 \$ 31.73	\$ 67,974.40 \$ 5,664.53 \$ 2,614.40 \$ 32.68	\$ 70,012.80 \$ 5,834.40 \$ 2,692.80 \$ 33.66	\$ 72,092.80 \$ 6,007.73 \$ 2,772.80 \$ 34.66	\$ 74,235.20 \$ 6,186.26 \$ 2,855.20 \$ 35.69
PD2	A-2080 hours M B H	Police Corporal	\$ 61,692.80 \$ 5,141.06 \$ 2,372.80 \$ 29.66	\$ 63,523.20 \$ 5,293.60 \$ 2,443.20 \$ 30.54	\$ 65,416.00 \$ 5,451.33 \$ 2,516.00 \$ 31.45	\$ 67,371.20 \$ 5,614.26 \$ 2,591.20 \$ 32.39	\$ 69,388.80 \$ 5,782.40 \$ 2,668.80 \$ 33.36	\$ 71,468.80 \$ 5,955.73 \$ 2,748.80 \$ 34.36	\$ 73,611.20 \$ 6,134.26 \$ 2,831.20 \$ 35.39	\$ 75,816.00 \$ 6,318.00 \$ 2,916.00 \$ 36.45	\$ 78,083.20 \$ 6,506.93 \$ 3,003.20 \$ 37.54	\$ 80,412.80 \$ 6,701.06 \$ 3,092.80 \$ 38.66
PD3	A-2080 hours M B H	Police Sergeant	\$ 78,228.80 \$ 6,519.06 \$ 3,008.80 \$ 37.61	\$ 80,558.40 \$ 6,713.20 \$ 3,098.40 \$ 38.73	\$ 82,971.20 \$ 6,914.26 \$ 3,191.20 \$ 39.89	\$ 85,446.40 \$ 7,120.53 \$ 3,286.40 \$ 41.08	\$ 88,004.80 \$ 7,333.73 \$ 3,384.80 \$ 42.31					
PD4	A-2080 hours M B H	Police Lieutenant	\$ 90,875.20 \$ 7,572.93 \$ 3,495.20 \$ 43.69	\$ 93,600.00 \$ 7,800.00 \$ 3,600.00 \$ 45.00	\$ 96,408.00 \$ 8,034.00 \$ 3,708.00 \$ 46.35	\$ 99,299.20 \$ 8,274.93 \$ 3,819.20 \$ 47.74						

Progression within the Pay Group in future fiscal years is contingent upon budget funding approved by City Council.

A = Annual
M = Monthly
B = Biweekly
H = Hourly

2019 Fire Pay Schedule

City of Corinth

FY 2019/2020 (Effective October 1, 2019)

PAY GROUP	PAY BASIS	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
FD1R	A-2920 hours	Firefighter/EMT (Recruit)	\$51,684.00	\$53,231.60	\$54,808.40	\$56,443.60	\$63,948.00	\$65,846.00	\$67,802.40	\$69,817.20	\$71,890.40	\$74,022.00
	M		\$4,307.00	\$4,567.37	\$4,703.63	\$4,703.63	\$5,329.00	\$5,487.17	\$5,650.20	\$5,818.10	\$5,990.87	\$6,168.50
	B		\$1,987.85	\$2,047.37	\$2,108.02	\$2,170.91	\$2,459.54	\$2,532.54	\$2,607.78	\$2,685.28	\$2,765.02	\$2,847.00
	H-Fire		\$17.70	\$18.23	\$18.77	\$19.33	\$21.27	\$22.55	\$23.22	\$23.91	\$24.62	\$25.35
	H - 2080		\$24.84	\$26.35	\$27.13	\$29.00	\$30.74	\$31.65	\$32.59	\$33.56	\$34.56	\$35.58
FD1	A-2920 hours	Firefighter/EMT	\$51,684.00	\$53,231.60	\$54,808.40	\$56,443.60	\$62,108.40	\$65,846.00	\$67,802.40	\$69,817.20	\$71,890.40	\$74,022.00
	M		\$4,307.00	\$4,435.97	\$4,567.37	\$4,703.63	\$5,175.70	\$5,487.17	\$5,650.20	\$5,818.10	\$5,990.87	\$6,168.50
	B		\$1,987.85	\$2,047.37	\$2,108.02	\$2,170.91	\$2,388.78	\$2,532.54	\$2,607.78	\$2,685.28	\$2,765.02	\$2,847.00
	H-Fire		\$17.70	\$18.23	\$18.77	\$19.33	\$20.66	\$21.27	\$21.90	\$22.55	\$23.22	\$23.91
	H - 2080		\$24.84	\$26.35	\$27.13	\$29.00	\$29.85	\$30.74	\$31.65	\$32.59	\$33.56	\$34.56
FD2	A-2920 hours	Firefighter/Paramedic	\$56,881.60	\$58,575.20	\$60,327.20	\$62,108.40	\$63,948.00	\$65,846.00	\$67,802.40	\$69,817.20	\$71,890.40	\$74,022.00
	M		\$4,740.13	\$4,881.27	\$5,027.27	\$5,175.70	\$5,329.00	\$5,487.17	\$5,650.20	\$5,818.10	\$5,990.87	\$6,168.50
	B		\$2,187.75	\$2,252.89	\$2,320.28	\$2,388.78	\$2,459.54	\$2,532.54	\$2,607.78	\$2,685.28	\$2,765.02	\$2,847.00
	H-Fire		\$19.48	\$20.06	\$20.66	\$21.27	\$21.90	\$22.55	\$23.22	\$23.91	\$24.62	\$25.35
	H - 2080		\$27.34	\$28.16	\$29.00	\$29.85	\$30.74	\$31.65	\$32.59	\$33.56	\$34.56	\$35.58
FD3	A-2920 hours	Driver/Engineer	\$69,379.20	\$71,452.40	\$73,584.00	\$75,774.00	\$78,022.40	\$80,334.00	\$82,702.40	\$85,131.20	\$87,617.20	\$90,165.20
	M		\$5,781.60	\$5,954.37	\$6,132.00	\$6,314.50	\$6,501.87	\$6,694.10	\$6,891.20	\$7,093.10	\$7,299.80	\$7,511.30
	B		\$2,668.43	\$2,748.17	\$2,830.15	\$2,914.38	\$3,000.86	\$3,089.59	\$3,180.58	\$3,273.83	\$3,369.34	\$3,467.11
	H-Fire		\$23.76	\$24.47	\$25.20	\$25.95	\$26.72	\$27.51	\$28.31	\$29.12	\$29.94	\$30.77
	H - 2080		\$33.35	\$34.35	\$35.37	\$36.42	\$37.51	\$38.61	\$39.72	\$40.84	\$41.97	\$43.11
FD4	A-2920 hours	Fire Captain	\$80,796.40	\$83,220.00	\$85,702.00	\$88,271.60	\$90,922.40	\$93,650.00	\$96,459.20	\$99,344.00	\$102,300.00	\$105,332.00
	M		\$6,733.03	\$6,935.00	\$7,141.83	\$7,355.97	\$7,576.40	\$7,802.10	\$8,033.00	\$8,269.10	\$8,510.40	\$8,756.90
	B		\$3,107.55	\$3,200.77	\$3,296.23	\$3,395.06	\$3,496.25	\$3,599.80	\$3,705.70	\$3,813.95	\$3,924.55	\$4,037.50
	H-Fire		\$27.67	\$28.50	\$29.35	\$30.23	\$31.13	\$32.04	\$32.96	\$33.89	\$34.83	\$35.78
	H - 2080		\$38.84	\$40.00	\$41.20	\$42.43	\$43.67	\$44.92	\$46.18	\$47.44	\$48.71	\$50.00

3 current Firefighter/EMTs as of Sept. 2019 are grandfathered into this pay schedule at \$19.95 per hour and are frozen unless or until they attain their Paramedic certification.

Progression within the Pay Group in future fiscal years is contingent upon budget funding approved by City Council.

EXHIBIT B

A = Annual
M = Monthly
B = Biweekly
H-Fire = Hourly rate for 24 on/48 off shifts
H-2080 = Hourly rate for 40-hr. wk.

EXHIBIT C

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
5	A	21,132.80	25,355.20	29,577.60	
	M	1,761.07	2,112.93	2,464.80	
	B	812.80	975.20	1,137.60	
	H	10.16	12.19	14.22	
6	A	22,172.80	26,603.20	31,033.60	Seasonal Summer Camp Leader
	M	1,847.73	2,216.93	2,586.13	
	B	852.80	1,023.20	1,193.60	
	H	10.66	12.79	14.92	
7	A	23,275.20	27,913.60	32,572.80	
	M	1,939.60	2,326.13	2,714.40	
	B	895.20	1,073.60	1,252.80	
	H	11.19	13.42	15.66	
8	A	24,419.20	29,286.40	34,174.40	P/T Crossing Guard
	M	2,034.93	2,440.53	2,847.87	
	B	939.20	1,126.40	1,314.40	
	H	11.74	14.08	16.43	
9	A	25,625.60	30,742.40	35,859.20	Seasonal Summer Camp Coordinator
	M	2,135.47	2,561.87	2,988.27	
	B	985.60	1,182.40	1,379.20	
	H	12.32	14.78	17.24	
10	A	26,894.40	32,260.80	37,648.00	
	M	2,241.20	2,688.40	3,137.33	
	B	1,034.40	1,240.80	1,448.00	
	H	12.93	15.51	18.10	
11	A	28,225.60	33,862.40	39,499.20	
	M	2,352.13	2,821.87	3,291.60	
	B	1,085.60	1,302.40	1,519.20	
	H	13.57	16.28	18.99	
12	A	29,619.20	35,526.40	41,454.40	Maintenance Worker (Parks) Maintenance Worker (Streets & Drainage) Utility Maintenance Worker P/T Recreation Assistant
	M	2,468.27	2,960.53	3,454.53	
	B	1,139.20	1,366.40	1,594.40	
	H	14.24	17.08	19.93	
13	A	31,096.00	37,315.20	43,534.40	Meter Maintenance Worker Utility Services Worker
	M	2,591.33	3,109.60	3,627.87	
	B	1,196.00	1,435.20	1,674.40	
	H	14.95	17.94	20.93	
14	A	32,635.20	39,145.60	45,676.80	P/T Accounts Payable Technician Utility Billing Technician Utilities Systems Technician Light Equipment Operator
	M	2,719.60	3,262.13	3,806.40	
	B	1,255.20	1,505.60	1,756.80	
	H	15.69	18.82	21.96	
15	A	34,257.60	41,100.80	47,944.00	Support Services Assistant (Police) Deputy Court Clerk Permit Technician
	M	2,854.80	3,425.07	3,995.33	
	B	1,317.60	1,580.80	1,844.00	
	H	16.47	19.76	23.05	
16	A	35,963.20	43,139.20	50,336.00	Heavy Equipment Operator (Streets) Heavy Equipment Operator (WWWW) Animal Control Officer Senior Utility Billing Technician
	M	2,996.93	3,594.93	4,194.67	
	B	1,383.20	1,659.20	1,936.00	
	H	17.29	20.74	24.20	
17	A	37,752.00	45,302.40	52,852.80	
	M	3,146.00	3,775.20	4,404.40	
	B	1,452.00	1,742.40	2,032.80	
	H	18.15	21.78	25.41	
18	A	39,624.00	47,548.80	55,473.60	Administrative Assistant (Public Works)
	M	3,302.00	3,962.40	4,622.80	
	B	1,524.00	1,828.80	2,133.60	
	H	19.05	22.86	26.67	
19	A	41,600.00	49,920.00	58,240.00	Code Compliance Officer Crew Leader (Streets) Crew Leader (Drainage) Crew Leader (Parks) Crew Leader (WWWW)
	M	3,466.67	4,160.00	4,853.33	
	B	1,600.00	1,920.00	2,240.00	
	H	20.00	24.00	28.00	
20	A	43,680.00	52,416.00	61,152.00	Municipal Court Coordinator Senior Administrative Assistant (Police) Senior Administrative Assistant (Fire) Senior Administrative Assistant (Admin) HR Analyst Accountant Construction Inspector
	M	3,640.00	4,368.00	5,096.00	
	B	1,680.00	2,016.00	2,352.00	
	H	21.00	25.20	29.40	
21	A	45,864.00	55,036.80	64,209.60	Combination Inspector
	M	3,822.00	4,586.40	5,350.80	
	B	1,764.00	2,116.80	2,469.60	
	H	22.05	26.46	30.87	

A = Annual
M = Monthly
B = Biweekly
H = Hourly

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
22	A	48,152.00	57,782.40	67,412.80	Human Resources Generalist GIS Analyst
	M	4,012.67	4,815.20	5,617.73	Technology Services Specialist
	B	1,852.00	2,222.40	2,592.80	Utility Billing Supervisor
	H	23.15	27.78	32.41	Communications and Marketing Coordinator
23	A	50,544.00	60,652.80	70,761.60	Engineering Services Coordinator
	M	4,212.00	5,054.40	5,896.80	Development Coordinator
	B	1,944.00	2,332.80	2,721.60	
	H	24.30	29.16	34.02	
24	A	53,060.80	63,668.80	74,276.80	Supervisor (W/WWW)
	M	4,421.73	5,305.73	6,189.73	Technology Services Network Administrator
	B	2,040.80	2,448.80	2,856.80	Recreation and Public Works Programs Manager
	H	25.51	30.61	35.71	
25	A	55,702.40	66,830.40	77,979.20	Municipal Court Administrator
	M	4,641.87	5,569.20	6,498.27	Senior Planner
	B	2,142.40	2,570.40	2,999.20	
	H	26.78	32.13	37.49	
26	A	58,468.80	70,158.40	81,848.00	GIS Manager
	M	4,872.40	5,846.53	6,820.67	Assistant Fire Marshall
	B	2,248.80	2,698.40	3,148.00	Purchasing Agent
	H	28.11	33.73	39.35	
27	A	61,380.80	73,652.80	85,924.80	City Secretary
	M	5,115.07	6,137.73	7,160.40	
	B	2,360.80	2,832.80	3,304.80	
	H	29.51	35.41	41.31	
28	A	64,438.40	77,313.60	90,209.60	Technology Services Assistant Manager
	M	5,369.87	6,442.80	7,517.47	Comptroller
	B	2,478.40	2,973.60	3,469.60	Operations Manager (Parks, Recreation, Streets & Fleet)
	H	30.98	37.17	43.37	Operations Manager (W/WWW & Drainage)
29	A	67,641.60	81,161.60	94,681.60	Planning and Development Manager
	M	5,636.80	6,763.47	7,890.13	Building Official
	B	2,601.60	3,121.60	3,641.60	
	H	32.52	39.02	45.52	
30	A	71,011.20	85,196.80	99,403.20	
	M	5,917.60	7,099.73	8,283.60	
	B	2,731.20	3,276.80	3,823.20	
	H	34.14	40.96	47.79	
31	A	74,547.20	89,440.00	104,353.60	Assistant Finance Director
	M	6,212.27	7,453.33	8,696.13	
	B	2,867.20	3,440.00	4,013.60	
	H	35.84	43.00	50.17	
32	A	78,270.40	93,912.00	109,574.40	Technology Services Manager
	M	6,522.53	7,826.00	9,131.20	
	B	3,010.40	3,612.00	4,214.40	
	H	37.63	45.15	52.68	
33	A	82,180.80	98,612.80	115,044.80	City Engineer
	M	6,848.40	8,217.73	9,587.07	Division Chief (Fire)
	B	3,160.80	3,792.80	4,424.80	
	H	39.51	47.41	55.31	
34	A	86,278.40	103,521.60	120,785.60	
	M	7,189.87	8,626.80	10,065.47	
	B	3,318.40	3,981.60	4,645.60	
	H	41.48	49.77	58.07	
35	A	90,584.00	108,700.80	126,817.60	Economic Development Director
	M	7,548.67	9,058.40	10,568.13	Director of Human Resources
	B	3,484.00	4,180.80	4,877.60	Police Captain
	H	43.55	52.26	60.97	
36	A	95,097.60	114,108.80	133,120.00	
	M	7,924.80	9,509.07	11,093.33	
	B	3,657.60	4,388.80	5,120.00	
	H	45.72	54.86	64.00	
37	A	99,840.00	119,808.00	139,776.00	Assistant Fire Chief
	M	8,320.00	9,984.00	11,648.00	Public Works Operations Director
	B	3,840.00	4,608.00	5,376.00	
	H	48.00	57.60	67.20	

A = Annual
M = Monthly
B = Biweekly
H = Hourly

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
38	A	104,832.00	125,798.40	146,764.80	
	M	8,736.00	10,483.20	12,230.40	
	B	4,032.00	4,838.40	5,644.80	
	H	50.40	60.48	70.56	
39	A	110,073.60	132,080.00	154,086.40	
	M	9,172.80	11,006.67	12,840.53	
	B	4,233.60	5,080.00	5,926.40	
	H	52.92	63.50	74.08	
40	A	115,564.80	138,673.60	161,782.40	Director of Finance, Communications and Strategic Services
	M	9,630.40	11,556.13	13,481.87	Fire Chief
	B	4,444.80	5,333.60	6,222.40	Police Chief
	H	55.56	66.67	77.78	Director of Planning and Development
41	A	121,326.40	145,579.20	169,852.80	
	M	10,110.53	12,131.60	14,154.40	
	B	4,666.40	5,599.20	6,532.80	
	H	58.33	69.99	81.66	
42	A	127,379.20	152,838.40	178,318.40	
	M	10,614.93	12,736.53	14,859.87	
	B	4,899.20	5,878.40	6,858.40	
	H	61.24	73.48	85.73	
43	A	133,744.00	160,492.80	187,241.60	
	M	11,145.33	13,374.40	15,603.47	
	B	5,144.00	6,172.80	7,201.60	
	H	64.30	77.16	90.02	
44	A	140,420.80	168,500.80	196,580.80	
	M	11,701.73	14,041.73	16,381.73	
	B	5,400.80	6,480.80	7,560.80	
	H	67.51	81.01	94.51	
45	A	147,430.40	176,904.00	206,398.40	
	M	12,285.87	14,742.00	17,199.87	
	B	5,670.40	6,804.00	7,938.40	
	H	70.88	85.05	99.23	
46	A	154,793.60	185,744.00	216,694.40	
	M	12,899.47	15,478.67	18,057.87	
	B	5,953.60	7,144.00	8,334.40	
	H	74.42	89.30	104.18	
47	A	162,531.20	195,020.80	227,531.20	
	M	13,544.27	16,251.73	18,960.93	
	B	6,251.20	7,500.80	8,751.20	
	H	78.14	93.76	109.39	

A = Annual
M = Monthly
B = Biweekly
H = Hourly

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Chapter 380 Economic Development Incentive Agreement
Submitted For: Jason Alexander, Director **Submitted By:** Jason Alexander, Director
Finance Review: N/A **Legal Review:** Yes
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on a Resolution approving a First Amended and Restated Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Texas, the Corinth Economic Development Corporation and 6Q Hospitality, L.L.C. in connection with the construction and operation of a hotel and conference center in the City that, among other things, clarifies the performance obligations of the parties and extends the dates for meeting certain performance obligations.

AGENDA ITEM SUMMARY/BACKGROUND

The First Amended and Restated Chapter 380 Economic Development Incentive Agreement (the "**Agreement**") is intended to amend, restate and supersede the Chapter 380 Economic Development Incentive Agreement approved by the City Council on October 19, 2017 (Resolution No. 17-10-19-21). The proposed revisions to the Agreement contemplate the following:

- Extending the termination date of the Agreement from December 31, 2029 to December 31, 2030.
- Requiring the hotel and conference center be constructed at 6557 South Interstate 35E (Millennium Place).
- Requiring 6Q Hospitality, L.L.C., to commence construction of the hotel and conference center on or before January 1, 2020 and complete construction of the same on or before August 31, 2021.
- Amending the language for: (i) calculating the minimum cumulative assessed value to include the combined assessed value of the real property and the improvements to be constructed thereon; and (ii) extending the date for establishing the cumulative minimum assessed value to January 1, 2022. Although the minimum assessed value as of January 1, 2022 is required to be at least \$10,000,000.00, the Agreement provides safeguards for the City and 6Q Hospitality, L.L.C. if there are increases or decreases in the total value of all real property in Corinth due to economic and market changes. The threshold remains at ten (10) percent.
- Extending the date for creating and retaining at least 22 full-time employment positions from January 31, 2021 to January 31, 2022.
- Extending the date for commencing operation of the hotel and conference center from October 1, 2020 to October 1, 2021.

The economic development incentives for the construction and operation of the hotel remain the same under the proposed amendments and revisions to the agreement: (i) reimbursement of sales and use tax revenues on personal property purchased under a Texas Direct Payment Permit and attributable to the construction, equipping and maintenance of the hotel and conference center; (ii) reimbursement of hotel occupancy tax revenues for the benefit of the conference center and related purposes as authorized by Chapter 351 of the Texas Tax Code; and (iii) a reimbursement in the amount of \$150,000.00 for costs, expenses and fees incurred by 6Q Hospitality, L.L.C. for required permits, licenses and inspections. Concerning the reimbursement of sales and use tax revenues on the addition of personal property, it should be noted that such revenues are not inclusive of any revenues collected by

the Texas Comptroller of Public Accounts for receipt by any present or future special tax fund (e.g., Crime Control and Prevention District and the Street Maintenance Tax Fund).

Finally, the proposed amendments and revisions clarify that the City is responsible for collecting hotel occupancy taxes as authorized by state law.

RECOMMENDATION

If the Agreement is approved, it will advance the City's and the Corinth Economic Development Corporation's shared interests by increasing sales and use tax and property tax revenues, enhance the image of the community, create jobs and be a key anchor tenant at Millennium Place. Staff recommends approval of the Agreement as presented.

Fiscal Impact

Source of Funding: City/Corinth Economic Development Corporation

FINANCIAL SUMMARY:

The source of funding for this project will be the City and the Corinth Economic Development Corporation. The funding sources contemplated by the Agreement are as follows:

- A 100 percent of reimbursement of the sales and use tax revenues generated from the purchase of personal property used in the construction, equipping and maintenance of the hotel and conference center provided by the City and the Corinth Economic Development Corporation.
- A 75 percent reimbursement of the hotel occupancy tax revenues collected by the City.
- A reimbursement of \$150,000.00 for permitting, licensing and inspection fees incurred by the Company in connection with the construction and operation of the hotel and conference center provided by the Corinth Economic Development Corporation.

Attachments

6Q Hospitality LLC Agreement

Exhibit "A.1." (Survey)

Exhibit "A.2." (Texas Direct Payment Permit)

Exhibit "A.3." (Elevations A)

Exhibit "A.3." (Elevations B)

Exhibit "A.4." Certificate of Formation

Exhibit "A.5." Certificate of Resolution

RESOLUTION NO. [REDACTED] - [REDACTED] - [REDACTED] - [REDACTED]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING A FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CORINTH, THE CORINTH ECONOMIC DEVELOPMENT CORPORATION AND 6Q HOSPITALITY, L.L.C., IN CONNECTION WITH THE CONSTRUCTION AND OPERATION OF A HOTEL AND CONFERENCE CENTER IN CORINTH THAT, AMONG OTHER THINGS, CLARIFIES THE PERFORMANCE OBLIGATIONS OF THE PARTIES AND EXTENDS THE DATES FOR CERTAIN PERFORMANCE OBLIGATIONS OF THE PARTIES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON THE BEHALF OF THE CITY AND THE PRESIDENT ON THE BEHALF OF THE CORINTH ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1. The First Amended and Restated Chapter 380 Economic Development Incentive Agreement (the “AGREEMENT”) attached hereto is approved.

PART 2. The City Manager is authorized to execute this Agreement on behalf of the City.

PART 3. The President is authorized to execute this Agreement on behalf of the CEDC.

PART 4. This Resolution is in full force and effect upon its adoption.

ADOPTED on this 19TH day of SEPTEMBER, 2019.

[REDACTED]

Bill Heidemann

Mayor

ATTEST:



Kimberly Pence

City Secretary

APPROVED AS TO FORM:



City Attorney

1 EXHIBIT "A"

2
3 FIRST AMENDED AND RESTATED

4
5 CHAPTER 380

6 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

7
8 This First Amended and Restated Chapter 380 Economic Development Agreement (this
9 "AGREEMENT") is made and entered into ~~on~~ as of the 19TH day of ~~October~~ SEPTEMBER, 2017-2019
10 (the "EFFECTIVE DATE") by and between the City of Corinth, Texas a home rule ~~city and~~ municipal
11 corporation ~~of the State of Texas~~ (the "CITY"), the Corinth Economic Development Corporation, a non-
12 profit corporation organized as a Type B corporation under Chapters 501 and 505 of the Texas Local
13 Government Code (the "CEDC") and 6Q Hospitality, L.L.C., a Texas limited liability corporation (the
14 "COMPANY"). The City, the CEDC and the Company are collectively referred to as the "PARTIES" or
15 individually as a "PARTY". ~~Capitalized terms not otherwise defined have the meaning given them in~~
16 Article II. This Agreement amends, restates and supersedes the Chapter 380 Economic Development
17 Incentive Agreement executed on the 19TH day of OCTOBER, 2017 by and between the Parties.

18
19 RECITALS

20
21 PART 1.

22 The City and the CEDC seek to attract and retain a diverse range of businesses for economic stability and
23 growth.

24
25 PART 2.

26 The Company agrees to construct (or to cause to be constructed) a “LIMITED SERVICE HOTEL”, as
27 defined by the City’s Unified Development Code and a conference center and related improvements, upon
28 the property located at 6557 South Interstate 35E (the “LAND” as further defined below) providing a
29 minimum of 86 guest rooms and a minimum of 1,700 square feet of conference space and other amenities
30 meeting the requirements of this Agreement which shall constitute the “BUILDING IMPROVEMENTS”
31 (as further defined below). The Company seeks economic development incentives from the City and the
32 CEDC to pay a portion of the costs of the construction of the Building Improvements and for continued
33 operation and maintenance of the Limited Service Hotel and the conference center (the “BUSINESS” as
34 further defined below) on the Land.~~The Company proposes to construct (or cause to be constructed) and to~~
35 ~~operate hotel with at least 88 rooms and a 1,700 square foot conference center in the City. The Company~~
36 ~~seeks economic development incentives from the City and the CEDC for construction and operation of the~~
37 ~~hotel and conference center (the “BUSINESS”).~~

38
39 **PART 3.**

40 The City and the CEDC seek to promote local economic development and to stimulate new business and
41 commercial activity in the City. The construction and operation of the Business will advance the City’s and
42 the CEDC’s interests by creating ~~jobs~~ Jobs, increasing sales and property tax revenues and enhancing the
43 image of the City.

44
45 **PART 4.**

46 The Parties entered into that Chapter 380 Economic Development Incentive Agreement dated the 19TH day
47 of OCTOBER, 2017 (the “PRIOR INCENTIVE AGREEMENT”). The Company has requested that the
48 City and the CEDC enter into this Agreement to replace the Prior Incentive Agreement in order to make
49 certain amendments to more accurately reflect the rights and obligations of the Parties in connection with
50 the construction of the Building Improvements and operation of the Business on the Land. The rights and
51 obligations of the Parties set forth in this Agreement are intended to amend, restate and supersede the terms

52 and conditions of the Prior Incentive Agreement, and the Parties acknowledge and agree that this
53 Agreement shall become effective upon its execution by all Parties.

54
55 PART ~~4~~5.

56 The City is authorized under Chapter 380 of the Texas Local Government Code to offer certain economic
57 development incentives for public purposes, including the promotion of local economic development and
58 the stimulation of business and commercial activity within the City. The City ~~has~~ and the CEDC have
59 determined that providing economic development incentives to the Business will promote local economic
60 development and stimulate new business and commercial activity within the City.

61
62 For the reasons stated in these Recitals, which are incorporated into and made a part of this Agreement, and
63 in consideration of the mutual benefits and obligations set forth herein, the Parties enter into this Agreement
64 and agree to the terms and conditions set forth in this Agreement.

65
66 ARTICLE I.

67 **DEFINITIONS**

68
69 The following words will have the following meanings when used in this Agreement:

70
71 **PARAGRAPH 1.01. “BUILDING IMPROVEMENTS”** means new building improvements
72 located on the Land (~~as hereinafter defined~~) consisting of a hotel with a minimum of at least 88-86 guest
73 rooms and a minimum of conference center with at least 1,700 square feet of conference space in accordance
74 with the requirements of this Agreement, foot conference center together with all related improvements and
75 activities, including without limitation a business center, a convenience store, a fitness center, an indoor
76 swimming pool, and a dining, lounge and seating area ~~and an outdoor fire pit,~~ built in substantial
77 accordance with the specifications detailed in Paragraph 2.03. below.

78 PARAGRAPH 1.02. “BUSINESS” means all the activities of the Company conducted for the
79 purpose of a direct or indirect gain, benefit or advantage, in the City of Corinth, Texas on the Land as related
80 to the Building Improvements, including, but not limited to the construction, maintenance and operation of
81 a Limited Service Hotel and conference center.

82 PARAGRAPH 1.02-PARAGRAPH 1.03. “JOB” means a full-time employment position
83 on at the Land-Building Improvements resulting from the Business, and which position:

84 (A). Is not seasonal; AND

85 (B). Is provided with at least 30 hours of employment per week.

86 Any position not meeting such criteria does not qualify as a “JOB” for purposes of this Agreement.

87 PARAGRAPH 1.03-PARAGRAPH 1.04. “LAND” means the approximately 2.071 acre
88 tract of real property and all improvements thereon located at 6557 South Interstate 35E, Corinth, Texas,
89 and upon which the Building Improvements will be constructed, a map, plat or survey of which is attached
90 as Exhibit “A.1.” and incorporated herein for all purposes.~~means the real property within the corporate~~
91 ~~limits of the City of Corinth, Texas upon which the activities of the Company’s hotel and conference center~~
92 ~~will be located.~~

93 PARAGRAPH 1.04-PARAGRAPH 1.05. “PERSONAL PROPERTY” means all
94 construction materials, furniture, fixtures, supplies, equipment, inventory or other personal property
95 attributable to the Business on the Land subject to state and local sales and use taxes imposed by state law,
96 including without limitation, Chapter 151 of the Texas Tax Code, as amended.

97 PARAGRAPH 1.05-PARAGRAPH 1.06. The “TERM” of this Agreement will commence
98 on the Effective Date and continue in effect until its expiration on -the 31st day of December, 2029-2030,
99 unless sooner terminated as provided in this Agreement, except that the Company’s obligation to submit in
100 calendar year 2030-2031 a Compliance Certificate (as defined in Paragraph 6.02. hereof) for calendar year
101 2029-2030 and the City’s obligation, if any, to complete the Grant Payments (as defined in Sub-paragraph
102 3.02. (E). hereof) due under this Agreement for calendar year 2029-2030 shall survive termination of this
103 Agreement and will shall continue until satisfied, subject to the limitations of this Agreement.

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ARTICLE II.

OBLIGATIONS OF THE COMPANY

PARAGRAPH 2.01. The Company will operate, maintain and manage the Business on the Land under a franchise agreement with Marriott International, Inc. (“**MARRIOTT**”) as a Fairfield Inn & Suites or an equivalent alternative brand with features and amenities the same as or substantially similar to those provided by Fairfield Inn & Suites (the “**ALTERNATIVE BRAND**”); and such Alternative Brand shall be subject to the prior written approval of the City and the CEDC, and Suites during the Term, a copy of which is shown in Exhibit “A.1.”, attached to this Agreement and made a part of this Agreement for all purposes, or a hotel franchisor of comparable quality upon written approval of the CEDC.

PARAGRAPH 2.02. The Company has obtained a Texas Direct Payment Permit from the Texas Comptroller of Public Accounts (the “**TEXAS DIRECT PAYMENT PERMIT**”), a copy of which is attached hereto and incorporated herein as Exhibit “A.2.”, for the purpose of permitting the Company to accrue and to pay all sales and use taxes directly to the Texas Comptroller of Public Accounts. During the Term, the Company agrees that it shall keep in effect at all times its Texas Direct Payment Permit and it also understands that failure to maintain the Texas Direct Payment Permit shall be considered a default hereunder. **FAILURE TO MEET THE OBLIGATIONS UNDER THIS PARAGRAPH 2.02. IS NOT SUSCEPTIBLE TO A CURE (AS DEFINED IN PARAGRAPH 8.03. HEREOF) AND SHALL RESULT IN AUTOMATIC FORFEITURE BY THE COMPANY OF THE RIGHT TO ANY GRANT PAYMENT FOR THE APPLICABLE CALENDAR YEAR DURING WHICH SUCH FAILURE OCCURS. THE CITY AND THE CEDC SHALL NOT BE LIABLE FOR RETROACTIVE PAYMENT OF SUCH FORFEITED GRANT PAYMENT.** The Company will acquire a “**TEXAS DIRECT PAYMENT PERMIT**”, which is that permit issued by the State of Texas authorizing the Company to self assess and pay applicable state and local sales and use taxes directly to the State of Texas related to selected portions of the Company’s taxable purchases. Such taxable purchases will

130 ~~be limited to the addition of Personal Property on the Land. The Company shall acquire the Texas Direct~~
131 ~~Payment Permit from the Texas Comptroller of Public Accounts before building permits for construction~~
132 ~~of the Building Improvements on the Land are issued by the City. The Company will provide the City with~~
133 ~~a true and correct copy of the Texas Direct Payment Permit, a copy of which will be shown in Exhibit~~
134 ~~“A.2.”, attached to this Agreement and made a part of this Agreement for all purposes. The Company will~~
135 ~~maintain its Texas Direct Payment Permit for the duration of the Term. The Company will be responsible~~
136 ~~for completion and submittal of the Texas Direct Payment Permit Application, together with all other~~
137 ~~information that the Texas Comptroller of Public Accounts may request. Failure to meet this obligation is~~
138 ~~not susceptible to a cure (as hereinafter defined), and will result in automatic forfeiture by the Company of~~
139 ~~the right to any refund of sales and use tax revenues for the applicable calendar year during which such~~
140 ~~failure occurs. The City will not be deemed liable for retroactive payment for such forfeited refund.~~

141 **PARAGRAPH 2.03.** The Company shall cause the Building Improvements to be constructed on
142 the Land in accordance with the specifications set forth in Exhibit “A.3.”, a copy of which is attached hereto
143 and incorporated herein and in accordance with all terms of this Agreement, including without limitation,
144 this Paragraph 2.03. The Company shall commence construction (or cause the construction) of the Building
145 Improvements to be commenced on or before the 1ST day of JANUARY, 2020, and all such construction
146 shall be completed on or before the 31ST day of AUGUST, 2021. Completion of the Building Improvements
147 shall be deemed to have occurred on the date that the City issues a certificate of occupancy for the Building
148 Improvements in accordance with applicable City regulations and ordinances. In addition, the Company
149 agrees that the incentives offered in this Agreement are being offered as a result of the common interest of
150 the Parties to have high quality architectural design and construction of the Building Improvements. The
151 Company agrees and asserts that it is committed to providing a high quality of architectural design for
152 construction of the Building Improvements. The Company agrees to comply with the following minimum
153 requirements for the architectural design and construction of the Building Improvements:~~The Company~~
154 ~~will ensure that construction of the Building Improvements on the Land will be of an elevated quality and~~
155 ~~provide a market presence for the Business on the Land. The construction will be in substantial accordance~~

156 with the specifications in this Paragraph 2.03, and shown in Exhibit "A.3.", attached to this Agreement and
157 made a part of this Agreement for all purposes. To that end:

158 (A). The following primary building materials, with the exception of materials
159 used for all openings for doors and windows and architectural features such as cornices, shall be limited to
160 the following:~~The exterior walls of all construction, with the exception of openings for doors and windows~~
161 ~~and architectural features such as cornices, will be limited to:~~

- 162 (1). Fired brick.
- 163 (2). Granite.
- 164 (3). Manufactured stone.
- 165 (4). Marble.
- 166 (5). Natural stone.

167 (B). ~~The~~All outdoor fire pits, if any, will be constructed of stone.

168 (C). The conference center will have openings for windows.

169 (D). The conference center will overlook amenity features and / or natural areas
170 to the extent reasonably possible.

171 (E). The conference center will consist of two (2) rooms, a board room and a
172 meeting room. The board room will have the capacity to accommodate a minimum of at least ten (10)
173 occupants and shall comply in accordance with all applicable state and federal regulations and City
174 ordinances, and the meeting room will have the capacity to accommodate a minimum of ~~at least~~ 80
175 occupants in accordance and shall comply with all applicable state and federal regulations and City
176 ordinances. An accordion wall may separate the board room from the meeting room in accordance with all
177 applicable City ordinances. The minimum area allocated to the board room and the meeting room will be
178 as follows:

- 179 (1). **BOARD ROOM** — 350 square feet.
- 180 (2). **MEETING ROOM** — 1,350 square feet.

181 (F). The conference center ~~will~~ shall be equipped with ~~have~~ state-of-the-art
182 audio and visual systems which shall be properly maintained in working order, standard interior finishes of
183 high quality, high speed internet access, projectors, televisions, tables, chairs, podiums and other related
184 furnishings.

185 **PARAGRAPH 2.04.** The Company will ensure that construction of the Building Improvements
186 on the Land will conform to all applicable ordinances and laws.

187 **PARAGRAPH 2.05.** The Company will ensure that as of the 1ST day of JANUARY, 2022, the
188 minimum cumulative assessed value of the Land and the Building Improvements is at least \$10,000,000.00
189 (the “MINIMUM ASSESSED VALUE”) as established by the Denton County Appraisal District, and it
190 shall maintain such assessed value for the duration of the Term. However, the Parties acknowledge and
191 agree that due to changes in economic and market conditions, the Minimum Assessed Value may increase
192 or decrease during the Term. If, at any time after the 1ST day of JANUARY, 2023, through the end of the
193 Term, that the total value of all real property in the City increases or decreases by a ten (10) percent or more
194 deviation as established by the Denton County Appraisal District for any tax year, the Minimum Assessed
195 Value for that tax year shall be automatically increased or decreased by the same ten (10) percent or more
196 deviation. Notwithstanding the foregoing, the Company will have the right to protest the assessed value of
197 the Land and the Building Improvements established by the Denton County Appraisal District provided
198 that such protest shall not result in an assessed value that is less than the Minimum Assessed Value required
199 by this Paragraph 2.05. FAILURE TO MEET THE OBLIGATION IS NOT SUSCEPTIBLE TO A
200 CURE AND SHALL RESULT IN AUTOMATIC FORFEITURE BY THE COMPANY OF THE
201 RIGHT TO ANY GRANT PAYMENT FOR THE APPLICABLE CALENDAR YEAR DURING
202 WHICH SUCH FAILURE OCCURS. THE CITY AND THE CEDC SHALL NOT BE LIABLE FOR
203 RETROACTIVE PAYMENT OF SUCH FORFEITED GRANT PAYMENT.~~The Company will~~
204 ~~ensure that as of January 1, 2021 the assessed value of the Land is at least \$1,200,000.00 and the assessed~~
205 ~~value of the completed Building Improvements on the Land is at least \$8,800,000.00 as determined by the~~
206 ~~Denton County Appraisal District. Collectively, the assessed value of the Land and the assessed value of~~

207 ~~the completed Building Improvements on the Land will be at least \$10,000,000.00 (the “MINIMUM~~
208 ~~ASSESSED VALUE”). The Company will maintain such Minimum Assessed Value for the duration of~~
209 ~~the Term, except as otherwise provided in this Paragraph 2.05. For purposes of this Agreement, the~~
210 ~~Minimum Assessed Value does not include the assessed value of any addition of Personal Property on the~~
211 ~~Land as determined by the Denton County Appraisal District. It is acknowledged and agreed between the~~
212 ~~Parties that the Company will have the right to protest the assessed value, as determine by the Denton~~
213 ~~County Appraisal District, of the Land and/or the completed Building Improvements on the Land during~~
214 ~~the Term, but under no circumstances will the Company protest the value of the Land and/or the completed~~
215 ~~Building Improvements on the Land at an amount less than the Minimum Assessed Value. It is~~
216 ~~acknowledged and agreed between the Parties that the assessed value of the Land and/or the completed~~
217 ~~Building Improvements on the Land as determined by the Denton County Appraisal District may change~~
218 ~~during the Term. Accordingly, the Minimum Assessed Value may be adjusted in any given tax year during~~
219 ~~calendar years 2022 through 2029 as provided herein. In the event the total assessed value of all property~~
220 ~~within the corporate limits of the City decreases from the preceding tax year by ten (10) percent or more,~~
221 ~~as determined by the Denton County Appraisal District, the Minimum Assessed Value will be decreased~~
222 ~~commensurate with the percentage decrease in the total assessed value of property within the corporate~~
223 ~~limits of the City for that tax year. In the event the total assessed value of all property within the corporate~~
224 ~~limits of the City increases from the preceding tax year by ten (10) percent or more, as determined by the~~
225 ~~Denton County Appraisal District, the Minimum Assessed Value will be increased commensurate with the~~
226 ~~percentage increase in the total assessed value of property within the corporate limits of the City for that~~
227 ~~tax year. Failure to meet this obligation is not susceptible to a cure, and will result in automatic forfeiture~~
228 ~~by the Company of the right to any refunds of sales and use tax revenues and/or hotel occupancy taxes for~~
229 ~~the applicable calendar year during which such failure occurs. The City will not be deemed liable for~~
230 ~~retroactive payment for such forfeited refunds.~~

231 **PARAGRAPH 2.06.** On or before the 31ST day of JANUARY, 2022, the Company will
232 continuously employ a minimum of 22 persons in Jobs (the “MINIMUM JOBS REQUIREMENT”), and

233 it shall maintain such Jobs during the Term. While the titles, the personnel or the classification of such Jobs
234 may change, the Minimum Jobs Requirement shall be continuously maintained through the end of the Term.
235 The Company agrees that it will maintain, and shall use its best efforts to enforce, employment policies that
236 prohibit discrimination from occurring in the hiring and employment of persons in Jobs on the basis of race,
237 creed, color, national origin, sex or disability or other characteristics for which protection is available under
238 applicable local, state and federal anti-discrimination laws. The Company shall also report to the City in its
239 annual Compliance Certificate any judicial or administrative agency determinations if the Company has
240 violated any such anti-discrimination laws in relation to persons applying for or employed in Jobs for the
241 applicable reporting period.~~The Company will hire at least 22 persons in Jobs, on or before the 31st day of~~
242 ~~January, 2021, and will maintain such level of employment (the “MINIMUM JOBS REQUIREMENT”)~~
243 ~~for the duration of the Term. The Company will ensure that there will be no unlawful discrimination in~~
244 ~~employment on the basis of race, creed, color, national origin, sex or disability or violations of any other~~
245 ~~applicable anti-discrimination laws in connection with the Business on the Land.~~

246 **PARAGRAPH 2.07.** The Company will endeavor to recruit and hire residents of the City and
247 the surrounding communities for its Jobs with commercially reasonable diligence. At the reasonable request
248 of the City, the Company will provide documentation of its efforts to comply with this Paragraph 2.07. to
249 the City.

250 **PARAGRAPH 2.08.** The Company will commence operation of the Business on the Land on or
251 before the 1ST day of **OCTOBER, 2020-2021**, and will continuously operate, maintain and manage the
252 Business for the duration of the Term.

253 **PARAGRAPH 2.09.** The Company will advertise and market the Business on the Land as being
254 geographically located in “CORINTH” or the “CITY OF CORINTH” in all advertising and marketing
255 materials rather than any other proper geographic name with commercially reasonable diligence.

256 **PARAGRAPH 2.10.** From the date that the Company commences operation of the Business on
257 the Land in Paragraph 2.08. above, the Company will provide at the City’s or the CEDC’s request, and at
258 no rental cost or expense to the City or the CEDC, access to the conference center for the duration of the

259 Term. Such access will be limited to four (4) times per month for the City, and four (4) times per month for
260 the CEDC, and is subject to availability on the dates requested by the City and the CEDC.

261 **PARAGRAPH 2.11.** From the date the Company commences operation of the Business on the
262 Land in Paragraph 2.08. above, the Company will provide space for the display and dissemination of City
263 tourist information for the duration of the Term.

264 **PARAGRAPH 2.12.** From the date that the Company commences operation of the Business on
265 the Land as provided in Paragraph 2.08. above, the Company will provide at the City's or the CEDC's
266 request, and at a corporate rate to the City and the CEDC, up to four (4) room nights per month for public
267 purposes and economic development use as designated by the City or the CEDC subject to room availability
268 on the nights requested by the City or the CEDC for the duration of the Term. The Company will upgrade
269 the rooms provided under this Paragraph 2.11. to king suites to the extent that king suite space is available.

270 **PARAGRAPH 2.13.** During the Term, the Company shall reinvest all refunded hotel occupancy
271 tax revenues directly for the benefit of the conference center and related purposes as permitted in accordance
272 with Chapter 351 of the Texas Tax Code, as amended. Such reinvestment shall be in an amount not less
273 than the City's total share of the hotel occupancy tax revenues generated from the operation of the Business.
274 The Company shall, with submittal of its annual Compliance Certificate, include financial records in a form
275 that is satisfactory to the City Manager of the City verifying and providing evidence of the expenditure of
276 such hotel occupancy tax revenues directly for the benefit of the conference center and related purposes
277 permitted in accordance with Chapter 351 of the Texas Tax Code, as amended.~~During the Term, the~~
278 ~~Company will use the refunded hotel occupancy taxes in accordance with the terms of this Agreement for~~
279 ~~purposes authorized by Chapter 351 of the Texas Tax Code, in an amount not less than the full amount of~~
280 ~~the refunded hotel occupancy taxes. The Company will, with submittal of its annual Compliance Certificate~~
281 ~~(as hereinafter defined) to the City Manager of the City, submit financial records satisfactory to the City~~
282 ~~Manager of the City verifying the expenditures of the refunded hotel occupancy taxes for purposes~~
283 ~~authorized by Chapter 351 of the Texas Tax Code.~~

284 **PARAGRAPH 2.14.** In performing its obligations under this Article, the Company will comply
285 with all applicable ordinances and laws.

286

287

ARTICLE III.

288

ECONOMIC DEVELOPMENT INCENTIVE PROVIDED BY THE CITY AND THE CEDC

289

290 **PARAGRAPH 3.01.** Subject to the requirements and limitations of this Article, other terms and
291 conditions of this Agreement and the Company’s compliance with this Agreement, the City and the CEDC
292 ~~agree agrees~~ to refund the Company amounts in the manner set forth in this Article.

293 **PARAGRAPH 3.02.** As consideration for the Company’s performance of its obligations under
294 this Agreement:

295 (A). The City and the CEDC will refund the Company amounts equal to 100
296 percent of the City’s and the CEDC’s share of sales and use tax revenues attributable to the addition of new
297 Personal Property on the Land collected by the Texas Comptroller of Public Accounts and paid to and
298 actually received by the City and the CEDC in accordance with the terms and limitations of this Article
299 ~~(collectively for purposes of this Article, the “City”). It is understood and agreed by the Parties that the~~
300 City’s share of sales and use tax revenues attributable to the addition of new Personal Property on the Land
301 excludes all sales and use tax revenues collected by the Texas Comptroller of Public Accounts for payment
302 to the Street Maintenance Sales Tax Fund, to the Crime Control and Prevention District Sales Tax Fund or
303 to any other special purpose sales tax in effect or later adopted by the City. Said sales and use tax revenues
304 shall be collected under a Texas Direct Payment Permit, and the Company will provide the City and the
305 CEDC with information in a form satisfactory to the City as determined necessary by the City to evidence
306 and verify all the sales and use taxes paid directly to the Texas Comptroller of Public Accounts under the
307 Company’s Texas Direct Payment Permit.~~Said sales and use tax revenues will be collected under a Texas~~
308 ~~Direct Payment Permit, and the Company will provide all use tax certificates for the applicable calendar~~
309 ~~year for which a refund of sales and use taxes is to be made under this Sub-paragraph 3.02. (A). The~~

310 ~~Company will provide such additional documentation as may be reasonably requested by City to evidence,~~
311 ~~support and establish the sales and use taxes paid directly to the State of Texas pursuant to the Company's~~
312 ~~Texas Direct Payment Permit.~~

313 (B). The City will refund the Company amounts equal to 75 percent of the City's share
314 of hotel occupancy tax revenues generated from the operation of the Business on the Land ~~that are paid to~~
315 ~~and actually received by the City.~~

316 (C). In the event the Company does not generate sales and use tax revenues
317 that are attributable to the addition of new Personal Property on the Land for any applicable calendar year,
318 the Company will still be entitled to receive the refund of any amounts of hotel occupancy tax revenues
319 provided under Sub-paragraph 3.02. (B). above provided that Company is otherwise in compliance with all
320 of the terms of this Agreement.

321 (D). In the event the Company does not generate hotel occupancy taxes from
322 the operation of the Business on the Land for any applicable calendar year, the Company will still be entitled
323 to the refund of any amounts of sales and use tax revenues provided under Sub-paragraph 3.02. (A) provided
324 that Company is otherwise in compliance with all of the terms of this Agreement.

325 (E). The refunds of sales and use tax and hotel occupancy tax revenues under
326 this Sub-paragraph 3.02. (A) and (B) will be collectively referred to as the "GRANT PAYMENTS".

327 **PARAGRAPH 3.03.** The City ~~and the CEDC~~ will make Grant Payments to the Company for a
328 period of up to ten (10) calendar years, commencing in calendar year ~~2019-2020~~ and ending in calendar
329 year ~~2029-2030~~ provided that the Company is in compliance with all of the terms of this Agreement. Any
330 sales and use tax revenues ~~and hotel occupancy taxes~~ generated in calendar year ~~2018-2019~~ will be included
331 in the Grant Payments for calendar year ~~2019-2020~~.

332 **PARAGRAPH 3.04.** Grant Payments properly due to the Company will be made by the City
333 and the CEDC on or before **MARCH 31** of the calendar year immediately following the calendar year in
334 which sales and use tax ~~revenues~~ and hotel occupancy tax revenues upon which the total Grant Payment
335 amount is based are generated. For example, any sales and use tax revenues ~~and hotel occupancy taxes~~

336 collected by the Texas Comptroller of Public Accounts and received by the City and the CEDC and hotel
337 occupancy tax revenues collected by the City in calendar year 2020 will be paid by the City and the CEDC
338 to the Company on or before March 31, 2021. Notwithstanding the foregoing and in addition to those
339 circumstances under other provisions of this Agreement which relieve the City and the CEDC from their
340 obligations to make payment to Company, the City and the CEDC will not be required to make a Grant
341 Payment during any applicable calendar year unless and until:

342 (A). The sales and use tax revenues for the preceding calendar year are received
343 by the City and the CEDC from the Texas Comptroller of Public Accounts and provided such sales and use
344 tax revenues generated from the addition of new Personal Property on the Land are collected under a Texas
345 Direct Payment Permit issued by the Texas Comptroller of Public Accounts to the Company;

346 (B). The hotel occupancy tax revenues for the preceding calendar year are
347 ~~received-collected~~ by the City ~~from the Texas Comptroller of Public Accounts~~;

348 (C). The ad valorem taxes for the preceding calendar year are received by the
349 City from the Denton County Tax Assessor ----Collector;

350 (D). The funds are appropriated by the Corinth City Council and the CEDC for
351 the specific purpose of making a Grant Payment under this Agreement as part of the City's and the CEDC's
352 ordinary budget and appropriations approval process; **AND**

353 (E). The Company has submitted a Compliance Certificate together with all
354 information that the City and the CEDC may request to verify the Company's compliance with the terms
355 of required under this Agreement, ~~that is necessary to verify its compliance with the Agreement and the~~
356 ~~City determines that the Company is in compliance with the Agreement.~~

357

358 ARTICLE IV.

359 **ADDITIONAL ECONOMIC DEVELOPMENT INCENTIVE PROVIDED BY THE CEDC**

360

387 own real property in the State of Texas. The activities that the Company proposes to carry on at the Land
388 may lawfully be conducted by the Company.

389 **PARAGRAPH 5.02.** The execution, delivery and performance by the Company of this
390 Agreement are within the Company’s powers and have been duly authorized ~~as shown in Exhibits “A.4.”~~
391 ~~and “A.5.”, attached to this Agreement and made a part of this Agreement for all purposes.~~

392 **PARAGRAPH 5.03.** This Agreement is the legal, valid and binding obligation of the Company,
393 and is enforceable against the Company in accordance with its terms except as limited by applicable relief,
394 liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar
395 laws affecting the rights or remedies of creditors generally, as in effect from time to time.

396 **PARAGRAPH 5.04.** The Company is not in violation or default in the performance, observance
397 or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument
398 to which they are parties or by which they or any of their property is bound that would have any material
399 adverse effect on the Company’s ability to perform under this Agreement.

400 **PARAGRAPH 5.05.** Neither this Agreement nor any schedule or Exhibit attached hereto in
401 connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits
402 to state any material fact necessary to keep the statements contained herein or therein, in the light of the
403 circumstances in which they were made, from being misleading.

404

405 ARTICLE VI.

406 **INFORMATION**

407

408 **PARAGRAPH 6.01.** The Company will, at such times and in such form as the City may request
409 from the Company, provide information concerning the performance of the Company’s obligations under
410 this Agreement.

411 **PARAGRAPH 6.02.** Commencing in the calendar year ~~2020~~2021 and continuing each calendar
412 year thereafter for the duration of the Term, the Company will submit to the City Manager of the City, on

413 or before **JANUARY 31**, a certified statement in a form acceptable to the City Manager of the City, and
414 signed by an authorized officer of the Company, providing all of the following information (the
415 “**COMPLIANCE CERTIFICATE**”):

416 (A). A statement that it is in full compliance with the Minimum Jobs
417 Requirement, with such statement detailing an employee roster of all persons employed by the Business on
418 the Land, ~~the wages earned per hour~~, the hours of employment per week, the job titles and the total number
419 of persons hired and employed in the preceding calendar year and cumulatively since commencing
420 operation of the Business on the Land as provided in Paragraph 2.08. above;

421 (B). A copy of all invoices and related documentation verifying the Company’s
422 expenditure of refunded hotel occupancy tax revenues as permitted in accordance with applicable state law;
423 **AND**

424 (C). A statement that it is in full compliance with its obligations under this
425 Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and
426 reasons therefor.

427 After timely receipt of the Compliance Certificate from the Company, the City Manager of the City
428 will have 30 calendar days to notify the Company in writing of any questions related to the Compliance
429 Certificate and the Business that the City may have concerning any of the information provided by the
430 Company, and the Company will diligently work in good faith to respond to such questions to the reasonable
431 satisfaction of the City.

432 **PARAGRAPH 6.03.** The Company agrees that authorized employees of the City will have the
433 right to access and review the business records of the Company that relate to the Company’s compliance
434 with the terms and conditions of this Agreement at any reasonable time and upon at least seven (7) calendar
435 days’ prior notice to the Company in order to determine compliance with this Agreement. Said authorized
436 employees of the City will be accompanied by authorized officers or employees of the Company when
437 accessing and reviewing the business records. At all times until the expiration of this Agreement, authorized
438 employees of the City will have access to the Building Improvements and the Business on the Land for the

439 purpose of inspecting them to ensure that the Building Improvements on the Land are constructed, installed,
440 maintained and used in accordance with the terms and conditions of this Agreement.

441 **PARAGRAPH 6.04.** Subject to the requirements of the Texas Public Information Act (Chapter
442 552 of the Texas Government Code), or order of a court of competent jurisdiction, the Company may be
443 required to disclose or make available to the City or the CEDC any information relating to this Agreement.
444 The Company agrees to cooperate with the City and the CEDC in response to any request for information
445 under the Texas Public Information Act or court order. The City and the CEDC will endeavor to provide
446 the Company with advance written notice of any such request for information or court order so that the
447 Company may seek any relief to which the Company believes that it is entitled. The City's and the CEDC's
448 obligations under this ~~Article Paragraph 6.04.~~ do not impose a duty upon the City or the CEDC to challenge
449 any court order or ruling of the Texas Attorney General to release information in response to a specific
450 request for information under the Texas Public Information Act.

451

452 ARTICLE VII.

453 **PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON THE CITY'S AND**
454 **THE CEDC'S OBLIGATIONS**

455

456 **PARAGRAPH 7.01.** No official or employee of the City or the CEDC will be personally
457 responsible for any liability arising under or growing out of this Agreement.

458 **PARAGRAPH 7.02.** The Grant Payments made, and any other financial obligation of the City
459 and the CEDC hereunder will be paid solely from lawfully available funds that have been budgeted and
460 appropriated each applicable ~~fiscal year~~ Fiscal Year (as defined below) during the Term by the City and the
461 CEDC as provided in this Agreement. Under no circumstances will the City's or the CEDC's obligations
462 hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.
463 Consequently, notwithstanding any other provision of this Agreement, the City and the CEDC will have no
464 obligation or liability to pay any Grant Payments or other payments unless the City and the CEDC budgets

465 and appropriates funds to make such payments during the ~~fiscal year~~ Fiscal Year in which such Grant
466 Payments or other payments are payable under this Agreement. If the City or the CEDC fails to budget and
467 appropriate funds to make any Grant Payments, then it will immediately notify the Company of such non-
468 appropriation and the Company may elect, at its sole discretion and option, to terminate this Agreement,
469 effective upon written notice to the City and the CEDC. For purposes of this Agreement, the “FISCAL
470 YEAR” means the fiscal year of the City and the CEDC, commencing on **OCTOBER 1**, and ending on
471 **SEPTEMBER 30**.

472 **PARAGRAPH 7.03. EXCEPT FOR THE RIGHT TO TERMINATE AS PROVIDED IN**
473 **PARAGRAPH 7.02. ABOVE, THE COMPANY WILL HAVE NO OTHER RECOURSE AGAINST**
474 **THE CITY OR THE CEDC FOR THE CITY’S OR THE CEDC’S FAILURE TO BUDGET AND**
475 **APPROPRIATE FUNDS DURING ANY FISCAL YEAR TO MEET THE PURPOSES OF AND**
476 **SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT.**

477 ~~**PARAGRAPH 7.04. Indemnification. THE COMPANY HEREBY AGREES TO DEFEND,**~~
478 ~~**INDEMNIFY AND FOREVER HOLD THE CITY’S OFFICERS, AGENTS AND EMPLOYEES**~~
479 ~~**(COLLECTIVELY FOR PURPOSES OF THIS ARTICLE, THE “CITY”) HARMLESS FROM**~~
480 ~~**AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, LAWSUITS,**~~
481 ~~**JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND DEMANDS BY THE STATE OF**~~
482 ~~**TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, OVER PAID OR INCORRECTLY**~~
483 ~~**ALLOCATED HOTEL OCCUPANCY TAXES OR SALES AND USE TAXES ATTRIBUTED TO**~~
484 ~~**THE SALE OF TAXABLE ITEMS BY THE COMPANY CONSUMMATED AT THE LAND FOR**~~
485 ~~**ANY SALES TAX REPORTING PERIOD DURING THE TERM OF THIS AGREEMENT**~~
486 ~~**(“CLAIM”). IT BEING THE INTENTION OF THE PARTIES THAT THE COMPANY SHALL**~~
487 ~~**BE RESPONSIBLE FOR THE REPAYMENT OF HOTEL OCCUPANCY TAXES AND SALES**~~
488 ~~**AND USE TAXES REFUNDED TO THE COMPANY HEREIN BY THE CITY THAT INCLUDES**~~
489 ~~**HOTEL OCCUPANCY TAX RECEIPTS AND SALES AND USE TAX RECEIPTS THAT THE**~~
490 ~~**STATE OF TEXAS HAS DETERMINED WERE ERRONEOUSLY PAID, COLLECTED,**~~

491 ~~DISTRIBUTED OR ALLOCATED TO THE CITY. THE INDEMNIFICATION PROVIDED~~
492 ~~HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE~~
493 ~~ACTIONS OR NEGLIGENCE OF THE CITY.~~

494
495 ARTICLE VIII.

496 **DEFAULT, TERMINATION AND REMEDIES**

497
498 **PARAGRAPH 8.01.** The Parties acknowledge and agree that this Agreement will automatically
499 terminate, and the Parties herein will be relieved of all of their obligations and rights set forth herein if the
500 Company fails to operate the Business on the Land as Fairfield Inn & Suites or a different brand with the
501 prior written consent of the City and the CEDC as provided in Paragraph 2.01. above.~~in the event the~~
502 ~~Company fails to maintain its franchise agreement with Marriott International, Inc. or a hotel franchisor of~~
503 ~~comparable quality approved in writing by the CEDC as provided in Paragraph 2.01. above.~~

504 **PARAGRAPH 8.02.** ~~In the event~~ If this Agreement is terminated under Paragraph 8.01. above,
505 the Company will repay to the City and the CEDC the full amount of all Grant Payments made, and it will
506 repay to the CEDC the full amount of the Reimbursement Amount within 60 calendar days. ~~To ensure such~~
507 ~~payment is timely, the~~ The City and the CEDC will be entitled to record a lien against the Land to secure
508 the full amounts of the Grant Payments and the Reimbursement Amount if this payment is not timely made.

509 **PARAGRAPH 8.03.** Except as otherwise provided herein, at any time during the Term of this
510 Agreement that the Company is not in compliance with its obligations under this Agreement, the City may
511 send written notice of such non-compliance to the Company. If such non-compliance is not cured within
512 30 calendar days after the Company's receipt of such written notice or, if non-compliance is not reasonably
513 susceptible to cure within 30 calendar days and a cure is not begun within such 30-day period and thereafter,
514 continuously and diligently pursued to completion on a schedule to be approved by the City (in either event,
515 a "**CURE PERIOD**"), then the City and the CEDC may, at ~~its~~ their sole discretion and option, terminate
516 this Agreement. The Term will not be extended as a result of any ~~cure period~~ Cure Period agreed to by the

517 City under this Paragraph 8.03. For purposes of this Agreement, a “CURE” or “CURED” means the
518 correction or elimination of any breach(es), default(s) or violation(s) of the terms and conditions of this
519 Agreement.

520 **PARAGRAPH 8.04.** Upon breach of any obligation under this Agreement by the Company, in
521 addition to any other remedies expressly set forth in this Agreement with respect to such breach, the City
522 and / or the CEDC may pursue such remedies as are available at law or in equity for breach of contract.
523 Similarly, with regard to violations of applicable ordinances of the City, the City may seek such relief as is
524 available for violation of so such ordinances, including fines and injunctive relief.

525 **PARAGRAPH 8.05.** ~~The~~ As permitted by applicable state law, the City may deduct from any
526 Grant Payments due to the Company, as an offset, any delinquent and unpaid fees, sums of money or other
527 fees, charges or taxes assessed and owed to or for the benefit of the City.

528 **PARAGRAPH 8.06.** A “FORCE MAJEURE EVENT” means an event beyond the reasonable
529 control of a Party obligated to perform an act or take some action under this Agreement including, but not
530 limited to, any acts of God; earthquake; fire; explosion; war; civil insurrection; acts of the public enemy;
531 act of civil or military authority; sabotage; terrorism; floods; lightning; hurricanes; tornadoes; severe snow
532 storms or utility disruption; strikes; lockouts; or major equipment failure or the failure of any major supplier
533 to perform its obligations. A Force Majeure Event pauses a Party’s performance obligation for the duration
534 of the event, but does not excuse it. A Party will not be deemed to be in default or otherwise in violation of
535 any term or condition of this Agreement to the extent such Party’s action, inaction or omission is the result
536 of a Force Majeure Event. If a ~~force majeure event~~ Force Majeure Event occurs and such event prevents a
537 Party from fulfilling its obligations hereunder, the applicable time period for performing such obligations
538 will only be extended by the period of delay resulting from the Force Majeure Event. The Parties agree to
539 use commercially reasonable diligence in order to promptly resolve any Force Majeure Event that adversely
540 and materially impacts their performance under this Agreement.

541 **PARAGRAPH 8.07.** THE CITY AND THE CEDC SHALL NOT BE OBLIGATED TO
542 PAY ANY INDEBTEDNESS OR OBLIGATIONS OF THE COMPANY. THE COMPANY

543 HEREBY AGREES TO DEFEND, INDEMNIFY, RELEASE AND HOLD THE CITY AND THE
544 CEDC, AND THE CITY'S AND THE CEDC'S RESPECTIVE OFFICERS AND EMPLOYEES,
545 HARMLESS FROM AND AGAINST: (I) ANY INDEBTEDNESS OR OBLIGATIONS OF THE
546 COMPANY; (II) ANY OTHER LOSS, CLAIM, DEMAND, LAWSUIT, LIABILITY OR
547 DAMAGES ARISING FROM THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE
548 COMPANY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT;
549 OR (III) BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT
550 OF THE COMPANY CONTAINED IN THIS AGREEMENT, WITHOUT REGARD TO ANY
551 NOTICE OR CURE PROVISIONS. THE COMPANY'S INDEMNIFICATION OBLIGATION
552 HEREUNDER SHALL INCLUDE PAYMENT OF THE CITY'S AND THE CEDC'S
553 REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES WITH RESPECT
554 THERE TO. THE CITY AND THE CEDC WILL NOT BE OBLIGATED TO PAY ANY
555 INDEBTEDNESS OR OBLIGATION OF THE COMPANY, EXCEPT TO THE EXTENT OF THE
556 CITY'S OR THE CEDC'S PROPORTIONAL RESPONSIBILITY ARISING BECAUSE THE
557 CITY OR THE CEDC IS NEGLIGENT OR ENGAGED IN ANY MISCONDUCT OR CRIMINAL
558 ACTIVITY, THE COMPANY HEREBY AGREES TO DEFEND, INDEMNIFY AND FOREVER
559 HOLD THE CITY AND THE CEDC, AND THEIR OFFICIALS AND EMPLOYEES, HARMLESS
560 FROM ANY AND ALL LIABILITIES ARISING FROM CLAIMS CAUSED BY OR RESULTING
561 FROM THE COMPANY'S BREACH OF THIS AGREEMENT.

562 **PARAGRAPH 8.08.** The Company may terminate this Agreement at any time for convenience
563 with at least ten (10) calendar days' prior written notice.

564
565 ARTICLE IX.

566 **MISCELLANEOUS**

E-mail: ~~Jay@bwdallas.com~~Jay@nimbushospitality.com

PARAGRAPH 9.04. This Agreement will be construed under the laws of the State of Texas and the United States of America. This Agreement is performable in Denton County, Texas. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Denton County, Texas. Mandatory venue for any matters in federal court will be in the United States District Court for the Eastern District of Texas, Sherman Division.

PARAGRAPH 9.05. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision will be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of such deleted provision, there will be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

PARAGRAPH 9.06. The term “WILL” is mandatory in this Agreement.

PARAGRAPH 9.07. The Company agrees that the City will assume no liability or responsibility by approving plans, issuing permits or approvals or making inspections related to any matter arising under this Agreement.

PARAGRAPH 9.08. Nothing contained in this Agreement, and no action of the City under this Agreement, will constitute a waiver of any immunity of the City to suit or to liability or of any limitations on liability granted by law or the Texas Constitution.

PARAGRAPH 9.09. It is acknowledged and agreed between the Parties that the City, the CEDC and the Company, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **THE CITY AND THE CEDC WILL ASSUME NO RESPONSIBILITY OR LIABILITY TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND THE COMPANY AGREES TO INDEMNIFY, DEFEND AND ~~FOREVER~~ HOLD THE CITY AND THE CEDC, AND THEIR OFFICERS, ~~AGENTS~~ AND EMPLOYEES, HARMLESS FROM ANY SUCH ~~RESPONSIBILITIES OR LIABILITIES.~~**

620 **PARAGRAPH 9.10.** This Agreement is for the exclusive benefit of the Parties and no third party
621 may claim any right, title or interest in any benefit arising under this Agreement. The Company may not
622 assign any of its rights, or delegate or sub-contract any of its duties under this Agreement, in whole or in
623 part, without the prior written consent of the City and the CEDC, except that: (i) the Company may assign
624 this Agreement to an affiliate with such assignment to be effective only upon receipt by the City and the
625 CEDC of written notice thereof, together with documentation establishing the relationship of the affiliate
626 to the Company to the satisfaction of the City and the CEDC; or (ii) the Company may assign this
627 Agreement in connection with the sale of all its interest in the Business on the Land, provided that the
628 Company will provide the City and the CEDC with at least 30 calendar days' written notice of such
629 assignment for the assignment to be effective. This Agreement will be binding on and inure to the benefit
630 of the Parties and their respective successors and assigns.

631 **PARAGRAPH 9.11.** No term or condition contained in this Agreement will be deemed to have
632 been waived, nor will there be any estoppel to enforce any provision of this Agreement, except by written
633 instrument of the Party charged with such waiver or estoppel.

634 **PARAGRAPH 9.12.** The Company agrees that ~~any—the~~ economic development incentive
635 involving the use of refunded hotel occupancy tax revenues will be expended in a manner directly enhancing
636 and promoting tourism and the convention and hotel industry, ~~and only as authorized under~~ in accordance
637 with the provisions of Chapter 351 of the Texas Tax Code. The Company acknowledges that while not
638 anticipated to occur, if it is found by a court of appropriate jurisdiction or other official administrative body
639 that the City does not have the legal authority to enter into this Agreement regarding the use of refunded
640 hotel occupancy tax revenues, that such determination will cause the economic development incentive
641 involving such use of refunded hotel occupancy tax revenues to immediately cease hereunder. The
642 termination of this economic development incentive will not affect any of the other terms and conditions
643 of this Agreement not related to the same.

644 **PARAGRAPH 9.13.** The following Exhibits are attached and made a part of this Agreement for
645 all purposes.

- 646 (A). EXHIBIT “A.1.” — ~~Marriott International, Inc. Franchise~~
647 ~~Agreement~~Survey of the Land.
- 648 (B). EXHIBIT “A.2.” — Texas Direct Payment Permit.
- 649 (C). EXHIBIT “A.3.” — Building Improvements.
- 650 (D). EXHIBIT “A.4.” — L.L.C. Certificate of Formation.
- 651 (E). EXHIBIT “A.5.” — L.L.C. Certificate of Resolution.

652 **PARAGRAPH 9.14.** The Company certifies that the Company does not and will not, during the
653 Term of this Agreement, knowingly employ an “**UNDOCUMENTED WORKER**” as such term is defined
654 by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas
655 Government Code, should the Company be convicted of a violation under 8 U.S.C. Section 1324a(f), then
656 the Company will repay to the City and the CEDC the full amount of the Grant Payments and to the CEDC
657 the full amount of the Reimbursement Amount under this Agreement, plus five (5) percent interest per
658 annum from the date the Grant Payment and the Reimbursement Amount were paid. Repayment will be
659 paid within 120 calendar days after the date the Company receives written notice of violation from the City,
660 which notice will not be given by the City until after such conviction is final and non-appealable.
661 Notwithstanding anything to the contrary contained in this Paragraph 9.14., the Company will not be
662 deemed in violation of this Paragraph 9.14. and will not be obligated to make such repayment of the Grant
663 Payments or the Reimbursement Amount in the event that a subsidiary, affiliate or person with whom the
664 Company contracts, such as a general contractor, is convicted of a violation under 8 U.S.C. Section
665 1324a(f).

666 **PARAGRAPH 9.15.** Pursuant to the requirements of Chapter 2270 of the Texas Government
667 Code, the Company verifies that it does not boycott Israel, and it will not boycott Israel during the Term of
668 the Agreement. Pursuant to Chapter 2252, Subchapter F of the Texas Government Code, the Company
669 affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company
670 known to have contracts with or provide supplies or services to a foreign terrorist organization.

681 **CITY OF CORINTH, TEXAS**

682

683 By: _____

City Manager

685

686 **CORINTH ECONOMIC DEVELOPMENT CORPORATION**

687

688 By: _____

President

690

691 **6Q HOSPITALITY, L.L.C.**

692

693 By: _____

[Name and Title]

694

EXHIBIT “A.1.”

~~MARRIOTT INTERNATIONAL, INC. FRANCHISE AGREEMENT~~ SURVEY OF THE LAND

EXHIBIT "A.2."

TEXAS DIRECT PAYMENT PERMIT

EXHIBIT "A.3."

BUILDING IMPROVEMENTS

EXHIBIT "A.4."

L.L.C. CERTIFICATE OF FORMATION

EXHIBIT "A.5."

L.L.C. CERTIFICATE OF RESOLUTION

LEGAL DESCRIPTION
2.071 Acres

Being all that certain lot, tract or parcel of land situated in the H. Garrison Survey, City of Corinth, Denton County, Texas, being part of that certain tract of land described in deed to Donald L. Anderson and wife, Virginia L. Anderson recorded in Volume 522, Page 593, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch rebar with a cap stamped "G&A CONSULTANTS" set at the southeast corner of said Millennium tract, and being in the north line of Dobbs Road (no record found), and in the west line of that certain tract of land described in deed to E.M. Baker, recorded in Volume 505, Page 553, Deed Records, Denton County, Texas;

THENCE N 00°12'40" E, with the west line of said Baker tract, and passing a 1/2 inch rebar found at the southwest corner of that certain tract of land described as Tract II in deed to Harvest Christian Ministries, Inc., recorded in Instrument No. 97-0015608, Real Property Records, Denton County, Texas, and continuing with said course a total distance of 893.81 feet to a 1/2 inch rebar with a cap stamped "G&A CONSULTANTS" set at the northeast corner of said Millennium tract, and being in the south line of that certain tract of land described in deed to C.R. Brown, recorded in Volume 285, Page 520, Deed Records, Denton County, Texas;

THENCE S 89°35'45" W, with the south line of said Brown tract, a distance of 636.35 feet to a 1/2 inch rebar with a cap stamped "G&A CONSULTANTS" set, and being the POINT OF BEGINNING;

THENCE N 00°12'40" W, 185.55 feet, to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE N 89°47'20" W, 137.89 feet, to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE S 50°33'45" W, 177.59 feet, to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE N 39°26'15" W, 252.97 feet, to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE N 00°12'40" E, 99.41 feet, to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set in the north line of said Millennium tract, and the south line of said Brown tract;

THENCE N 89°35'45" E, with the south line of said Brown tract, a distance of 436.07 feet, to the POINT OF BEGINNING and containing approximately 2.071 acres of land.

Legal Description
Mutual Access & Fire Lane Easement

Being all that certain tract or parcel of land situated in the H. Garrison Survey, City of Corinth, Denton County, Texas, being part of that certain tract of land described in deed to Donald L. Anderson and wife Virginia L. Anderson recorded in Volume 562, Page 593, Deed Records, Denton County, Texas, the same being described in deed to I-35E Millennium, LP, recorded in Document No. 2016-08515, Official Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set at the southeast corner of said Millennium tract, and being in the north line of Dobbs Road (no record found), and in the west line of that certain tract of land described in deed to E.M. Baker, recorded in Volume 505, Page 553, Deed Records, Denton County, Texas;

THENCE S 89°35'05" W, with the north line of Dobbs Road, a distance of 339.89 feet, to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE N 00°12'40" E, 323.20 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set at the POINT OF BEGINNING;

THENCE northwesterly with a curve to the left having a radius of 26.00 feet, a central angle of 12°57'03", and an arc length of 5.88 feet, whose chord bears N 83°18'49" W, a distance of 5.86 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE N 89°47'20" W, 266.06 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE northwesterly with a curve to the right having a radius of 162.00 feet, a central angle of 50°21'06", and an arc length of 142.67 feet, whose chord bears N 64°36'47" W, a distance of 137.83 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE N 39°26'15" W, a distance of 84.35 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE northwesterly with a curve to the left having a radius of 26.00 feet, a central angle of 54°50'50", and an arc length of 24.98 feet whose chord bears N 66°51'40" W, with a distance of 65.41 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE northwesterly with a curve to the right having a radius of 40.00 feet, a central angle of 109°41'41", and an arc length of 76.58 feet whose chord bears N 39°26'15" W, a distance of 64.41 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE northwesterly with a curve to the left having a radius of 26.00 feet, a central angle of 54°50'50", and an arc length of 24.89 feet, whose chord bears N 00°12'40" W, a distance of 23.95 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE N 39°26'15" W, 282.67 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE northwesterly with a curve to the left having a radius of 26.00 feet, a central angle of 90°00'00", and an arc length of 40.84 feet, whose chord bears N 84°26'15" W, a distance of 36.77 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE S 03°33'45" W, a distance of 241.00 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE southwesterly with a curve to the left having a radius of 26.00 feet, a central angle of 90°00'00", and an arc length of 40.84 feet whose chord bears S 05°33'45" W, a distance of 36.77 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE N 39°26'15" W, a distance of 76.00 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE southeasterly with a curve to the left having a radius of 26.00 feet, a central angle of 90°00'00", and an arc length of 40.84 feet, whose chord bears S 84°26'15" E, a distance of 36.77 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE N 50°33'45" E, a distance of 241.00 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE southeasterly with a curve to the right having a radius of 50.00 feet a central angle of 90°00'00", and an arc length of 78.54 feet, whose chord bears S 84°26'15" E, a distance of 70.71 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE S 39°26'15" E, a distance of 282.67 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE southeasterly with a curve to the left having a radius of 26.00 feet, a central angle of 54°50'50", and an arc length of 24.89 feet, whose chord bears S 39°26'15" E a distance of 23.95 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

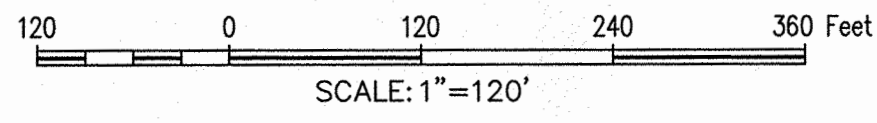
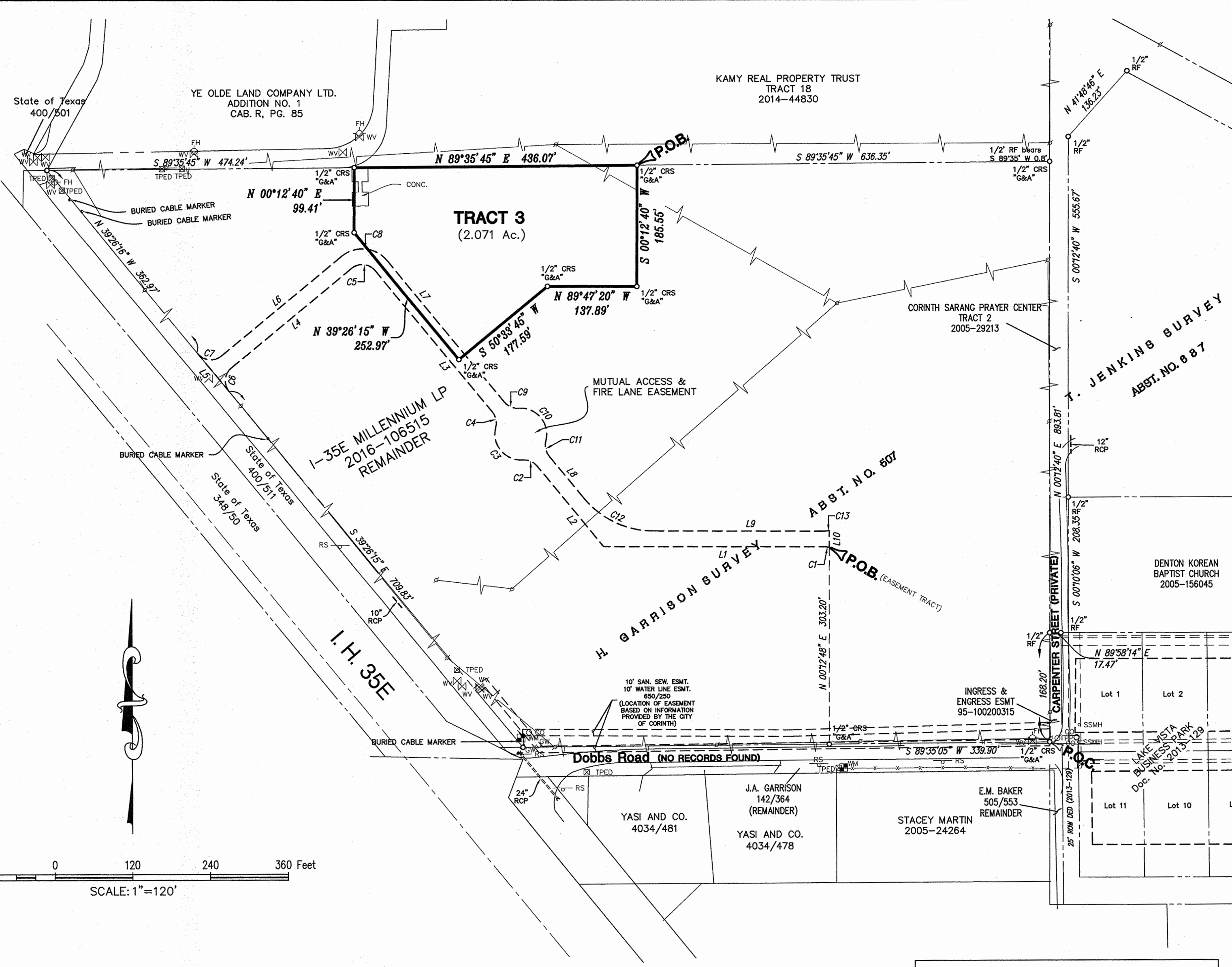
THENCE southeasterly with a curve to the right having a radius of 40.00 feet, a central angle of 109°41'41", and an arc length of 76.58 feet, whose chord bears S 39°26'15" E a distance of 64.41 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE southeasterly with a curve to the left having a radius of 26.00 feet a central angle of 54°50'50", and an arc length of 24.89 feet, whose chord bears S 12°00'49" E, a distance of 23.95 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE S 39°26'15" E 84.35 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE southeasterly with a curve to the left having a radius of 138.00 feet a central angle of 50°20'06", and an arc length of 121.27 feet, whose chord bears S 64°36'47" E, a distance of 117.41 feet to a 1/2 inch rebar with cap stamped "G&A CONSULTANTS" set;

THENCE S 00°12'40" W, 25.34 feet to the POINT OF BEGINNING and containing approximately 0.631 acres of land.



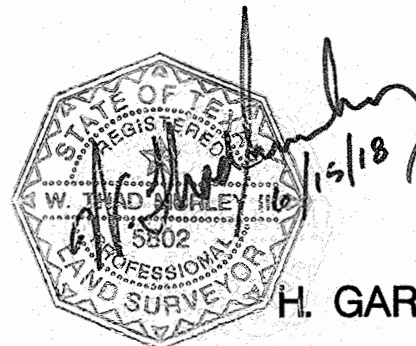
NOTES:

- Bearings based on Texas Coordinate System, North Central Zone, (4202), NAD '83.
- This survey was prepared in connection with the Real Estate transaction related to Allegiance Title Company, GF No. 1768645-ALPL. Commitment effective May 20, 2018. G&A Consultants, LLC, shall not be held liable for any unauthorized use hereof. Declaration is made to original purchaser and is not transferable to additional institutions or subsequent owners.
- Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. G&A Consultants, LLC, and the Surveyor shall not be liable for any unauthorized use hereof.
- Surveyor has made no investigation or independent search for easements of record, restrictive covenants, ownership title evidence, or any other facts that and accurate abstract of title may disclose.
- No flood zone area analysis has been performed by G&A Consultants, LLC, on the subject property.
- All original copies of survey maps and descriptions by the surveyor and firm whose name appear hereon will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is likely copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.
- Unable to locate easements in favor of Texas power & light, recorded in Vol. 318, Pg. 335 and Vol. 325, Pg. 621 due to vague descriptions.
- Property subject to Water/Sewer Line Easement, in favor of City of Corinth, recorded in Vol. 650, Pg. 250. Said easement is 10' wide centered on the water line as installed. Easement is shown hereon based on information provided by the City of Corinth.

LEGEND	
RF	REBAR FOUND
CRS	CAPPED REBAR SET
BL	BUILDING LINE
UE	UTILITY EASEMENT
CRF	CAPPED REBAR FOUND
P.O.B.	POINT OF BEGINNING
CM	CONTROLLING MONUMENT
G&A	G&A CONSULTANTS, INC.
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
RPRDCT	REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
MAE	MUTUAL ACCESS EASEMENT
SSE	SANITARY SEWER EASEMENT
WLE	WATER LINE EASEMENT
PE	PIPELINE EASEMENT
CO	CLEANOUT
PP	POWER POLE
LP	LIGHT POLE
WV	WATER VALVE
WM	WATER METER
FH	FIRE HYDRANT
SSMH	SANITARY SEWER MANHOLE
STMH	STORM SEWER MANHOLE
BCM	BURIED CABLE MARKER

LOT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°47'20" W	342.20'
L2	N 39°26'15" W	160.50'
L3	N 39°26'15" W	282.87'
L4	S 50°33'45" W	241.00'
L5	N 39°26'15" W	76.00'
L6	N 50°33'45" E	241.00'
L7	S 39°26'15" E	282.87'
L8	S 39°26'15" E	84.35'
L9	S 89°47'20" E	265.98'
L10	S 00°12'40" W	25.33'

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	26.00'	12°57'05"	5.88'	N 83°19'00" W, 5.86'
C2	162.00'	50°21'06"	142.37'	N 64°36'47" W, 137.83'
C3	26.00'	54°50'50"	24.89'	N 66°51'40" W, 23.95'
C4	40.00'	109°41'41"	76.58'	N 39°26'15" W, 65.41'
C5	26.00'	54°50'50"	24.89'	N 12°00'49" W, 23.95'
C6	26.00'	90°00'00"	40.84'	N 84°26'15" W, 36.77'
C7	26.00'	90°00'00"	40.84'	S 05°33'45" W, 36.77'
C8	26.00'	90°00'00"	40.84'	S 84°26'15" E, 36.77'
C9	50.00'	90°00'00"	78.54'	S 84°26'15" E, 70.71'
C10	26.00'	54°50'50"	24.89'	S 66°51'40" E, 23.95'
C11	40.00'	109°41'41"	76.58'	S 39°26'15" E, 65.41'
C12	26.00'	54°50'50"	24.89'	S 12°00'49" E, 23.95'
C13	138.00'	50°21'06"	121.27'	S 64°36'47" E, 117.41'
C14	26.00'	137°01'	5.95'	N 83°39'09" E, 5.93'



SURVEY PLAT
TRACT 3
2.071 Acres
in the
H. GARRISON SURVEY, ABSTRACT NO. 507
CITY OF CORINTH
DENTON COUNTY, TEXAS

G&A SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: SW DATE: 02/13/2017 SCALE: 1" = 120' JOB. No. 15267

File: 2_15267 (15267) (Survey) (15267) NEW TRACT 3
Plotted: 6/15/2018 1:32 PM, by: Tina Marley, Saved: 6/15/2018 1:09 PM, by: Theod

TEXAS DIRECT PAYMENT SALES TAX PERMIT



GLENN HEGAR
Texas Comptroller

This permit is issued in accordance with the law governing the type of business specified and is the authorization to conduct business in Texas. The permit may be revoked for a violation of the provisions of the applicable law and/or any rules adopted by the Comptroller to administer the law.

TEX. TAX CODE ANN. CH. 151

Taxpayer number	3-20632-2863-2
Effective date	12/28/2017

Taxpayer name and mailing address

6Q HOSPITALITY, LLC
7034 MESA VERDE AVE
IRVING

TX 75063-3551

Glenn Hegar
GLENN HEGAR
Comptroller of Public Accounts

THIS PERMIT IS NON-TRANSFERABLE

Detach here and display your permit only.

Is the information printed on this permit correct?

If not, please tell us in the space below.

- If your taxpayer name and/or mailing address are incorrect, enter the correct information.
- If you have received a Federal Employer Identification Number (FEIN), enter the number.
- If you are no longer in business, enter the date of your last business transaction.

If your permit is correct, DO NOT return this form.

If any corrections are required, please enter the correct information on this form and return it to:

COMPTROLLER OF PUBLIC ACCOUNTS
111 E. 17th Street
Austin, TX 78774-0100

Keep this permit until you receive a corrected permit.

NOTE: This form cannot be used if there has been a change of ownership. For this change and to obtain a new permit, please contact your local Comptroller's field office. For the telephone numbers to call for assistance, see the back of this form.

TEXAS DIRECT PAYMENT SALES TAX PERMIT

Taxpayer name shown on the permit 6Q HOSPITALITY, LLC	Taxpayer number shown on the permit 3-20632-2863-2
--	---

Please enter only the information that has to be corrected.

Correct taxpayer name	Daytime phone (Area code and number)		
Correct mailing address			
City	State	ZIP code	FEI number

If you are no longer in business, enter the date of your last business transaction.

For additional information, see the back of this form.

sign here Taxpayer or authorized agent	Date
---	------

Comptroller use only
Job name-MISCAPP

Microfilm
 00991
 0101

Reference number

Taxpayer number change
• 01000

Master name correction AND Master mailing address change AND Master phone number add/change

XUMAST
OOB tax permit
XUSTAT

FACADE MATERIAL Calculation Per UDC Section 2.09.04		Surface area excluding storefront and window	
		EAST	
	Area		
Primary Material	BRICK - 2876.0 sq ft STONE-1060.0 sq ft	3936.0 sq ft	85.5%
Secondary Material	STUCCO	664.0 sq ft	14.5%
Total Area		4600.0 sq ft	100%

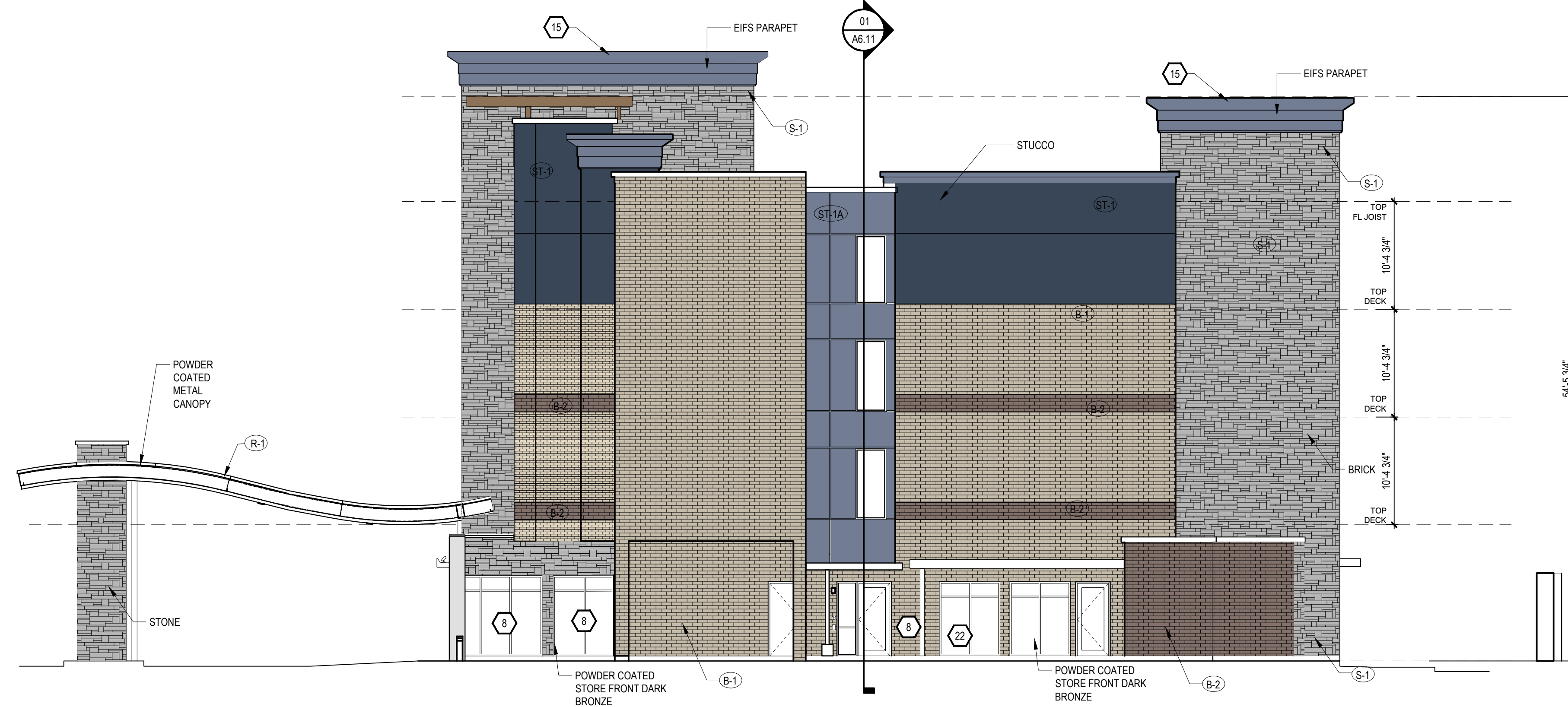
GENERAL NOTES

- BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
- PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
- CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
- ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

KEY NOTES:

- APPROXIMATE LINE OF GRADE
- ABOVE GRADE EXPOSED FOUNDATION WALL
- MASONRY OR TILE -
- TYPICAL GUESTROOM WINDOW @ GROUND FLOOR
- TYPICAL GUESTROOM WINDOW AT UPPER FLOORS
- WINDOW TO BE FROSTED TO CREATE VISUAL SCREEN TO LAUNDRY ROOM.
- METAL WINDOW W/ THERMAL BROKEN FRAME, INSULATED GLAZING WITH INTEGRAL ALUMINUM LOUVER AT PTAC UNITS GRILL TO MATCH WINDOW FRAME FINISH
- ALUMINUM STOREFRONT SYSTEM W/ THERMAL BROKEN FRAME AND INSULATED GLAZING
- EXHAUST, REFER TO MECHANICAL DRAWINGS
- ALUMINUM SLIDING ENTRY DOOR W/ INSULATED GLAZING
- PAINTED TUBE STEEL CANOPY
- FINISH CONTROL JOINT
- TAMPER RESISTANT, RECESSED HOSE BIB - MOUNT TOP AT +12" A.F.F.
- SIGNAGE --REFER TO EXTERIOR SIGNAGE SPECIFICATIONS
- KYNAR FINISH ALUMINUM COPING SYSTEM --COLOR TO MATCH ADJACENT MATERIAL
- EXHAUST VENT -- COLOR TO MATCH ADJACENT MATERIAL
- EXPANSION JOINT @ FLOOR LINE W/ BACKER ROD AND SEALANT
- ALUMINUM LOUVER -- COLOR TO MATCH ADJACENT MATERIAL MATCHING ADJACENT WALL
- BUILDING HEIGHT DIMENSIONS ARE BASED ON WOOD FRAME CONSTRUCTION. THESE DIMENSIONS WILL VARY BASED ON FINAL BUILDING CONSTRUCTION. INTERIOR CEILING HEIGHT DIMENSIONS ARE CRITICAL TO MAINTAIN AS MINIMUMS.
- CONCRETE PAD --REFER TO AREA DEVELOPMENT PLAN
- ACCESSIBLE KEY CARD READER WIRED TO ELECTRIC STRIKE IN DOOR - TOP OF READER AT 48" MAX. HEIGHT
- MATCH THE DOOR COLOR TO ADJACENT WALL

MATERIAL TAG	MATERIAL LEGEND	
(B-1)	Primary Material	Manufacturer: Acme brick color: Galena
(B-2)	Primary Material	Accent Band Manufacturer: Acme brick color: Charcoal gray
(S-1)	Primary Material	Manufacturer: Texas stone color: Mesa Gray Stack stone
(ST-1)	Secondary Material	Finish: stucco color: SW6531 Indigo
(ST-1A)	Secondary Material	Accent band top Parapet cornice Finish: stucco color: SW6808 Celestial
(R-1)	Roofing Material for canopy roof	Roofing Material for canopy roof Manuf: Interlock Color: Musket Grey
(W-1)	Aluminum window powder coated	Manuf: All season window color: Bronze



02 EAST ELEVATION
A5.01 SCALE: 1/8" = 1'-0"

FACADE MATERIAL Calculation Per UDC Section 2.09.04		Surface area excluding storefront and window	
		South	
	Area	Area and Percentage	
Primary Material	BRICK - 5425.0 sq ft STONE- 850.0 sq ft	6275.0 sq ft	80.8%
Secondary Material	STUCCO	1490.0 sq ft	19.2%
Total facade Area		7765.0 sq ft	100%



01 SOUTH ELEVATION
A5.01 SCALE: 1/8" = 1'-0"

BUILDING SIGNAGE:

ALL SIGNAGE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. LOCATION SIZE, ETC. TO BE DETERMINED ON AN INDIVIDUAL PROJECT BASIS.

MINIMUM 3/4" PLYWOOD BACKERBOARD REQUIRED AT SIGN LOCATIONS. AREA SHOULD COVER ENTIRE LENGTH AND HEIGHT OF FASCIA OR SPACE AVAILABLE FOR SIGN.

ELECTRICAL AND FINAL CONNECTION BY CONTRACTOR. ELECTRICAL REQUIREMENTS MAY BE OBTAINED FROM SIGN COMPANY. TYPICAL 120V REQUIREMENT

RACEWAYS/ WIREWAYS ARE NOT ALLOWED.

PERMANENT ACCESS DOORS TO INTERIOR OF ALL PARAPETS WHERE SIGNS ARE LOCATED TO BE PROVIDED BY CONTRACTOR. CONTRACTOR TO FURNISH AND CONNECT PRIMARY ELECTRICAL SERVICE INSIDE PARAPET WALL.

GUESTROOMS OR PUBLIC SPACES WITH SIGNAGE ON EXTERIOR WALLS MUST HAVE ELECTRICAL PENETRATIONS AND/OR INSTALLED PRIOR TO CLOSING UP THE WALL. PENETRATION LAYOUT MAY BE OBTAINED FROM SIGN COMPANY.

PTAC GRILL
POWDER
COATED
COLOR
SAME AS
WINDOW

FAIRFIELD
INN & SUITES
Marriott.
DENTON SOUTH
Corinth, Texas Project # 3064

Project Manager
RK PATEL DESIGN
&
Project Architect
Benjamin Cortez, AIA

OWNER
6Q Hospitality
7034 Mesa Verde Ave.
Dallas Texas-75063

FAIRFIELD
INN & SUITES
Marriott.
Denton South, Corinth
Texas

Revisions:

Drawn By: CP
Checked By: RM
Issue Date:
Project No:

Sheet Information:
EXTERIOR
ELEVATIONS

Sheet No:
A5.01

FAÇADE MATERIAL Calculation Per UDC Section 2.09.04		Surface area excluding storefront and window	
		WEST	
	Area		
Primary Material	BRICK - 1957.0 sq ft STONE - 1740.0 sq ft	3702.0 sq ft	93%
Secondary Material	STUCCO	278.0 sq ft	7%
Total Area		3980.0 sq ft	100%

GENERAL NOTES

- BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
- PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
- CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.
- ALL DOWNSPOUTS MUST HAVE CLEANOUTS.

KEY NOTES:

- APPROXIMATE LINE OF GRADE
- ABOVE GRADE EXPOSED FOUNDATION WALL
- MASONRY OR TILE -
- TYPICAL GUESTROOM WINDOW @ GROUND FLOOR
- TYPICAL GUESTROOM WINDOW AT UPPER FLOORS
- WINDOW TO BE FROSTED TO CREATE VISUAL SCREEN TO LAUNDRY ROOM.
- METAL WINDOW W/ THERMAL BROKEN FRAME, INSULATED GLAZING WITH INTEGRAL ALUMINUM LOUVER AT PTAC UNITS GRILL TO MATCH WINDOW FRAME FINISH
- ALUMINUM STOREFRONT SYSTEM W/ THERMAL BROKEN FRAME AND INSULATED GLAZING
- EXHAUST, REFER TO MECHANICAL DRAWINGS
- ALUMINUM SLIDING ENTRY DOOR W/ INSULATED GLAZING
- PAINTED TUBE STEEL CANOPY
- FINISH CONTROL JOINT
- TAMPER RESISTANT, RECESSED HOSE BIB - MOUNT TOP AT +12' A.F.F.
- SIGNAGE --REFER TO EXTERIOR SIGNAGE SPECIFICATIONS
- KYNAR FINISH ALUMINUM COPING SYSTEM --COLOR TO MATCH ADJACENT MATERIAL
- EXHAUST VENT -- COLOR TO MATCH ADJACENT MATERIAL
- EXPANSION JOINT @ FLOOR LINE W/ BACKER ROD AND SEALANT
- ALUMINUM LOUVER -- COLOR TO MATCH ADJACENT MATERIAL MATCHING ADJACENT WALL
- BUILDING HEIGHT DIMENSIONS ARE BASED ON WOOD FRAME CONSTRUCTION. THESE DIMENSIONS WILL VARY BASED ON FINAL BUILDING CONSTRUCTION. INTERIOR CEILING HEIGHT DIMENSIONS ARE CRITICAL TO MAINTAIN AS MINIMUMS.
- CONCRETE PAD --REFER TO AREA DEVELOPMENT PLAN
- ACCESSIBLE KEY CARD READER WIRED TO ELECTRIC STRIKE IN DOOR - TOP OF READER AT 48" MAX. HEIGHT
- MATCH THE DOOR COLOR TO ADJACENT WALL

FAIRFIELD
INN & SUITES®
Marriott.
DENTON SOUTH
Corinth, Texas Project # 3064

Project Manager
RK PATEL DESIGN
&
Project Architect
Benjamin Cortez, AIA

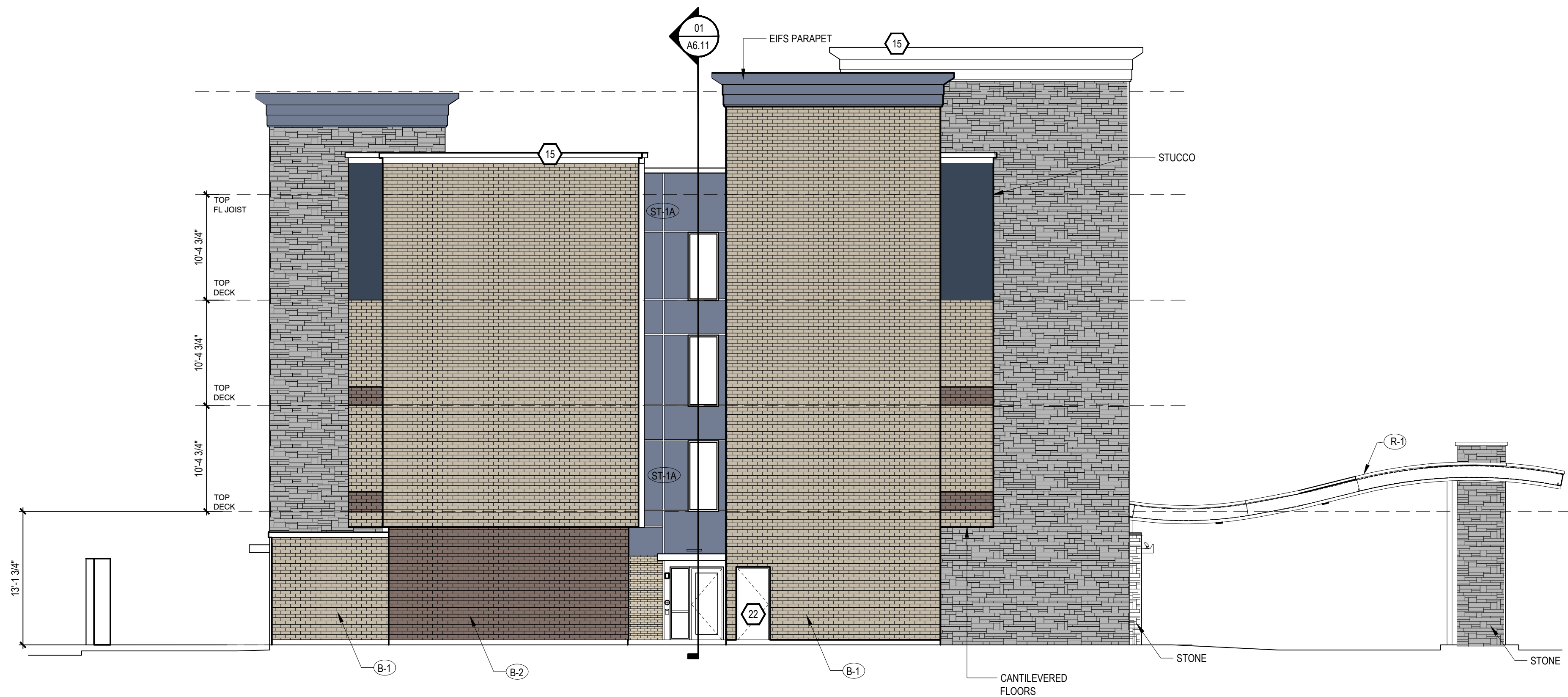
OWNER
6Q Hospitality
7034 Mesa Verde Ave.
Dallas Texas-75063

FAIRFIELD
INN & SUITES®
Marriott.
Denton South, Corinth
Texas

Revisions:

Drawn By: CP
Checked By: RM
Issue Date:
Project No:

Sheet Information:
EXTERIOR
ELEVATIONS
Sheet No:
A5.02



02 WEST ELEVATION
A5.02 SCALE: 1/8" = 1'-0"

MATERIAL TAG	MATERIAL LEGEND	
B-1	Primary Material	Manufacturer: Acme brick color: Galena
B-2	Primary Material Accent Band	Manufacturer: Acme brick color: Charcoal gray
S-1	Primary Material	Manufacturer: Texas stone color: Mesa Gray Stack stone
ST-1	Secondary Material	Finish: stucco color: SW6531 Indigo
ST-1A	Secondary Material Accent band top Parapet cornice	Finish: stucco color: SW6808 Celestial
R-1	Roofing Material for canopy roof	Roofing Material for canopy roof Manuf: Interlock Color: Musket Grey
W-1	Aluminum window powder coated	Manuf: All season window color: Bronze

FAÇADE MATERIAL Calculation Per UDC Section 2.09.04		Surface area excluding storefront and window	
		North	
	Area		
Primary Material	BRICK - 4770.0 sq ft STONE - 1100.0 sq ft	6370.0 sq ft	83.5%
Secondary Material	STUCCO	1160.0 sq ft	16.5%
Total Area		7030.0 sq ft	100%



01 NORTH ELEVATION
A5.02 SCALE: 1/8" = 1'-0"

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

March 22, 2017

Attn: Legalzoom.com, Inc.

Legalzoom.com, Inc.
101 N. Brand Blvd, 10th Floor
Glendale, CA 91203 USA

RE: 6Q Hospitality, LLC
File Number: 802679624

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Phone: (512) 463-5555
Prepared by: Bridget Mouton

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10285

Dial: 7-1-1 for Relay Services
Document: 723515720002

Date of this notice: 03-24-2017

Employer Identification Number:
82-0928457

Form: SS-4

Number of this notice: CP 575 G

6Q HOSPITALITY LLC
JAY PATEL SOLE MBR
7034 MESA VERDE AVE
IRVING, TX 75063

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-0928457. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is 6QHO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number () -

Best Time to Call

DATE OF THIS NOTICE: 03-24-2017

EMPLOYER IDENTIFICATION NUMBER: 82-0928457

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023



6Q HOSPITALITY LLC JAY PATEL SOLE MBR 7034 MESA VERDE AVE IRVING, TX 75063



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

6Q Hospitality, LLC
File Number: 802679624

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/22/2017

Effective: 03/22/2017



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



Filed in the Office of the
Secretary of State of Texas
Filing #: 802679624 03/22/2017
Document #: 723515720002
Image Generated Electronically
for Web Filing

**Certificate of Formation
Limited Liability Company**

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

6Q Hospitality, LLC

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

United States Corporation Agents, Inc.

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

9900 Spectrum Drive Austin TX 78717

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Jay Patel**

Title: **Managing Member**

Address: **7034 Mesa Verde Ave. Irving TX, USA 75063**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Cheyenne Moseley 101 N. Brand Blvd., 11th Floor, Glendale, CA 91203

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Cheyenne Moseley

Signature of Organizer

FILING OFFICE COPY

L.L.C. CERTIFICATE OF RESOLUTION

The undersigned Members of 6Q Hospitality, L.L.C., a limited liability company duly organized under the laws of the State of Texas (the "L.L.C."), hereby certify that the following resolutions were duly adopted by said Members of the L.L.C. on the 01 day of October, 2017 and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that Jay Patel, is hereby authorized and directed for and on behalf of the L.L.C. to execute all legal documents with regard to entering into an economic development incentive agreement with the City of Corinth, Texas (the "CITY") and the Corinth Economic Development Corporation (the "CEDC") to construct and operate a hotel and conference center in the City of Corinth, Texas as approved by him/her as being in the best interests of the L.L.C.; and to take any and all further actions which may be necessary or appropriate to commence and complete said construction and operation of the hotel and conference center in such a manner as being, in his/her opinion, in the best interests of the L.L.C.

RESOLVED, that this action may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one action.

IN WITNESS, WHEREOF, the undersigned has executed this instrument as of this 01 day of October, 2017.

Written Name of Member and Title:

Jay Patel, managing member

Signature Name of Member:

[Handwritten Signature]

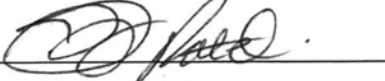
Date: 10 / 01 / 2017.

Written Name of Member and Title: Sunil B Patel, member.

Signature Name of Member: 

Date: 10 / 01 / 2017

Written Name of Member and Title: Jay Patel, _____

Signature Name of Member: 

Date: 10 / 01 / 2017.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Subdivision Waiver for IH 35 Driveway Spacing
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development

AGENDA ITEM

Consider and act upon a Major Subdivision Waiver for driveway spacing on a 2.327 Acre property totaling legally described as Abstract 0511A E.A. Garrison Survey, Tract 19(PT)(ROW), Tract 19(PT), Tract 20(PT)(ROW), Tract 20(PT), Tract 21(PT), and Tract 22. (Magnolia Center Major Subdivision Waiver)

AGENDA ITEM SUMMARY/BACKGROUND

The applicant is requesting a variance from the City’s Unified Development Code “UDC” Subdivision Regulations as it pertains to minimum spacing between driveways.

The property is located at the southeast corner of IH 35 and Lake Sharon Drive.

The City’s UDC states that there shall be a minimum of 250 feet of spacing between driveways or intersections on state maintained roadways. Ex. FM 2181, IH35, and FM 2499.

The applicant is requesting a variance to allow a driveway to be placed within 100 feet of the nearest intersection and 82 feet from the nearest driveway. The applicant has agreed to provide a cross access point that will connect to the adjoining car dealership and the adjoining property fronting Tower Ridge. TxDOT has signaled that this location is the only place that they would permit a drive to be placed on this property.

The City Engineer has reviewed the proposed variance and has approved the location pending final approval by the Planning and Zoning Commission and the City Council.

Following the approval of the waiver the City will forward the applicants driveway request for TxDOT’s approval. TxDOT approval is contingent on the City’s approval of the applicant’s request.

Supporting Documents:

- Exhibit showing drive spacing along IH 35

RECOMMENDATION

The Planning and Zoning Commission recommended approval of the Major Subdivision Waiver.

Staff recommends approval as presented.

Attachments



SCALE: 1" = 20'

GENERAL LEGEND

- PROPOSED FIRELANE
- FUTURE LAKE SHARON DR. EXPANSION
- FUTURE TXDOT I-35 EXPANSION (ADA RAMP)
- BFR BARRIER FREE RAMP (ADA RAMP)
- PROP. LIGHT POLE 1-FIXTURE
- PROP. LIGHT POLE 2-FIXTURES
- F.H. PROP. FIRE HYDRANT
- F.D.C. PROP. FIRE DEPT. CONNECTION
- WM PROP. WATER METER
- WV PROP. WATER VALVE
- CO PROP. SEWER DOUBLE CLEANOUT
- CCO PROP. SEWER SINGLE CLEANOUT
- SSMH PROP. SEWER MANHOLE
- PROP. SIGN
- G.I. PROP. GRATE INLET
- J.B. PROP. JUNCTION BOX
- C.I. CURB INLET
- STMH STORM SEWER MANHOLE
- GM GAS METER
- D.E. DRAINAGE EASEMENT
- W.E. WATER EASEMENT
- (P) PARKING COUNT

PRELIMINARY - FOR REVIEW ONLY -

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

MICHAEL R. GROSELLE 125681
 TYPE OR PRINT NAME FE #
 7/24/2019
 DATE

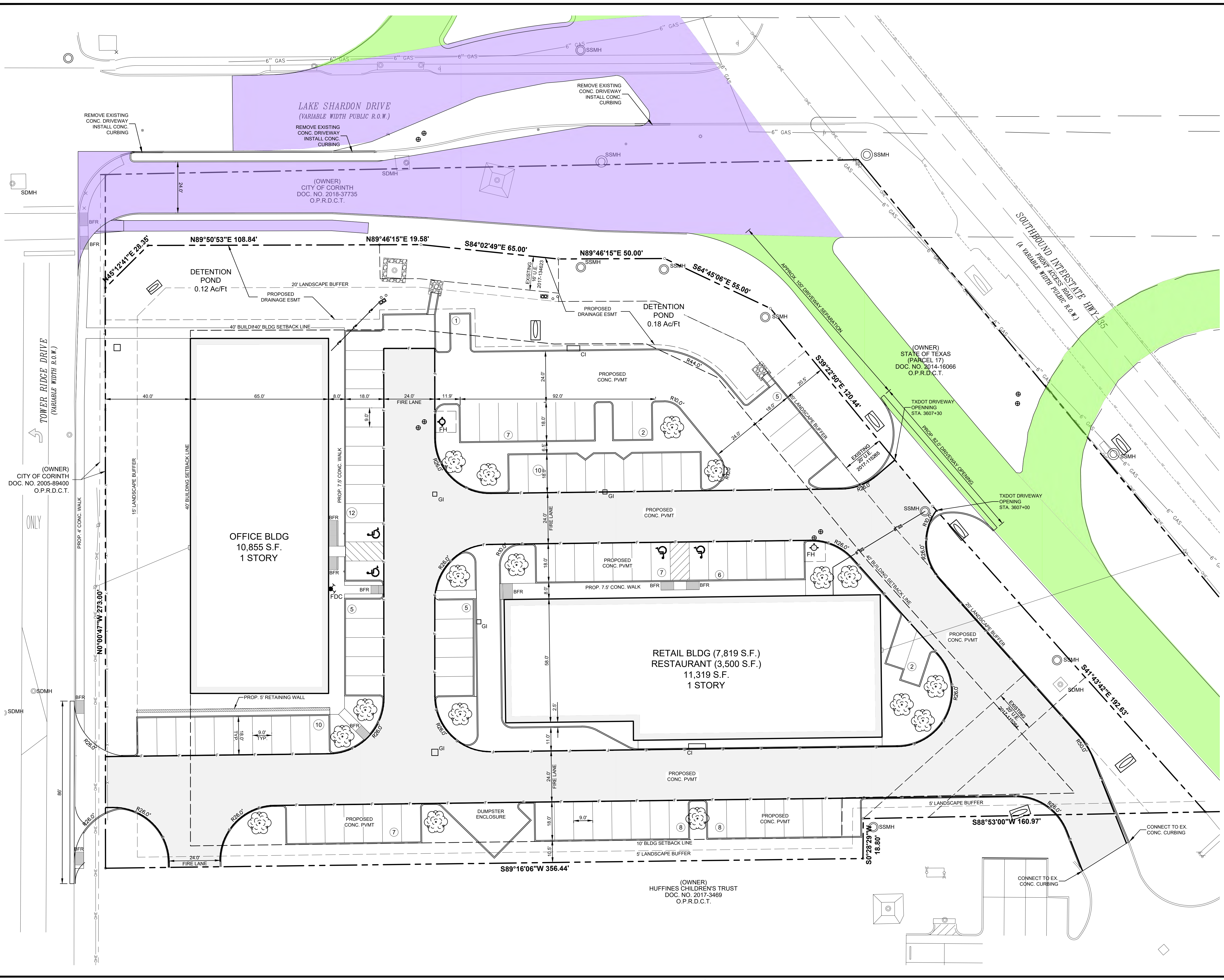
NO.	DATE	REVISION

MAGNOLIA CENTER
 PROPOSED OFFICE & RETAIL
 2.627ACRES / LOT 1, BLK A
 E.A. GARRISON ABST. No. 511
 CITY OF CORINTH, DENTON COUNTY, TEXAS

PRELIMINARY SITE PLAN



DESIGNED: TC	DATE: JULY 2019	PROJECT #: 18-511	SHEET: SP-2
DRAWN: TC			
REVIEWER: MG			



W:\18-511-X\BASE.dwg
 7/24/2019 12:54:44 PM
 User: mgro
 Plot: 18-511-X.dwg
 Plot Date: 7/24/2019 12:54:44 PM
 Plot Time: 12:54:44 PM
 Plot User: mgro
 Plot Device: HP DesignJet T1100e
 Plot Driver: HP DesignJet T1100e PCL6
 Plot Style: HP DesignJet T1100e.ctb
 Plot Scale: 1:1
 Plot Orientation: Landscape
 Plot Range: All
 Plot Color: True Color
 Plot Lineweight: 0.25
 Plot Linetype: Solid
 Plot Font: Arial, 10
 Plot Background: No
 Plot Plotter: HP DesignJet T1100e

City Council Regular and Workshop Session

Meeting Date: 09/19/2019
Title: Keep Corinth Beautiful
Submitted For: Bob Hart, City Manager **Submitted By:** Kim Pence, City Secretary
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on nominations, appointments, resignations and removal of members from Keep Corinth Beautiful Commission.

AGENDA ITEM SUMMARY/BACKGROUND

Keep Corinth Beautiful serves as an advisory committee to the Mayor and City Council regarding beautification and community improvement, litter prevention and the minimization of solid waste. The Board presents its annual objectives to the City Council so all city activities might follow a common purpose. The Committee Mission is build a united, energetic and beautiful community through walking trails, tree plantings, gardening, recycling or organizing. The only requirement to be involved through volunteerism is a love of nature and an active community. Feel Free to visit our website for more details.

Duties / Responsibilities

- The Commission shall recommend policies related to litter prevention, beautification and community improvement, and the minimization of solid waste to the City Council so all City activities might follow a common purpose. The Commission shall have the following responsibilities:

1. Actively promote community beautification efforts, litter prevention, and waste reduction.
2. Determine and recommend to the City Council management and program priorities on a citywide basis;
3. Recommend enforcement and additional program alternatives;
4. Monitor City performance from data collected and examined under the Keep Texas Beautiful, Inc. Affiliate System guidelines and make an annual report to the City Council;
5. Maintain membership in Keep Texas Beautiful as an affiliate.

To accomplish these responsibilities, the Commission may establish sub-committees to assist with the performance of the Commission’s duties, including but not limited to, the areas of finance/fundraising, cleanup, and/or trails coordination.

A Commission member shall serve as chair of each sub-committee, and the sub-committee may have an unspecified number of community volunteers chosen by the Commission to serve as working sub-committee members.

Composition

The commission shall be comprised of seven members to be nominated by and approved by the City Council. The Commission shall consist of representatives from business and industry, media, community organizations, education, and members at large.

Three (3) members of the Commission shall be appointed for a term of one (1) year each. Four (4) members of the Commission shall be appointed for a term of two (2) years each. Thereafter, the term of each Commission member shall be two (2) years. No Commission member shall serve more than four (4) successive terms; provided however, that a Commission member appointed to complete the term of another Commission member shall, at the completion of such term, be eligible for appointment for another full term.

New applicants:

Megan Wright
Catherine Miller
Jeffrey Cook
Adam Johnson
Scott Porter
Justus Carlile
Magan Lersch
Lyndsie Reed
Deanna Terrell

Keep Corinth Beautiful

Place 1	Lindsey Rayl	September 30, 2020
Place 2	Jimmie Lance Hendrik, Chairman Term Expired	September 30, 2019
Place 3	Amanda Scallon	September 30, 2019
Place 4	Kristin Fisher Term Expired	September 30, 2019
Place 5	Michelle McNally	September 30, 2020
Place 6	VACANT	
Place 7	VACANT	

RECOMMENDATION

Recommendation/Appointment is at Council's discretion. The preliminary appointment list is:

Place 1 - Megan Lersch (replacing Lyndsey Rayl due to lack of attendance)

Place 2 - Kristen Fischer (expiring 2020)

Place 3 - Amanda Scallon

Place 4 - Scott Porter (expiring 2020)

Place 5 - Jeffery Cook

Place 6 - Michelle McNally (current member & expiring 2020)

Place 7 - Justice Carlile

BUSINESS ITEM 9.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019

Title: Planning and Zoning Commission

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: N/A

Legal Review: N/A

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on nominations, appointments, resignations and removal of members from the Planning and Zoning Commission.

AGENDA ITEM SUMMARY/BACKGROUND

The purpose of the Planning and Zoning Commission (P&Z) is to act as an advisory board on all matters relating to zoning, city planning, and development applications. The Board's primary function is to prepare and keep updated the City's master plan to ensure orderly growth, and preserve the unique character of the community. A quorum is required to conduct business. A super-majority vote by the Council is required to overturn a majority recommendation by the P&Z Commission on zoning-related matters.

Duties / Responsibilities

- Initiate and conduct planning sessions to proactively address needed changes within the community relating to the master plan including but not limited to: thoroughfare plan, property zoning/rezoning, and future development
- Recommend boundaries for initial zoning districts and appropriate zoning regulations.
- Take a proactive role in drafting, reviewing and making recommendations to the City Council relating to new zoning ordinances, amendments to existing zoning ordinances, and thoroughfare planning.
- Make preliminary reports and hold public hearings prior to submitting proposals to the City Council as they relate to zoning and environmental quality issues.
- Receive, review and take appropriate action on all platting and subdivision proposals.

Qualifications / Composition / Tenure

Must be qualified voters of the City and shall remain eligible to vote during their tenure on the Commission. Five regular members plus two alternates nominated by the Mayor and appointed by the City Council. One two-year term with no term limits

The Chairman and Vice-chairman are appointed by the City Council and shall each serve a one-year term. Members serve at the pleasure of the City Council.

****Place 7, William Davis does not wish to be reappointed.***

New applicants:

- Thomas Simmons
- Joan Mazza
- Christi Whited
- Cody Gober
- Tony Vega
- Keith Moore
- Rodney Thornton
- Richard Weir
- Steve Holzwarth

Planning and Zoning Commission

Place 1	Bruce Hanson, Vice Chairman,	September 30, 2019
Place 2	Wade May, Commissioner	September 30, 2020
Place 3	Brian Rush, Chairman	September 30, 2019
Place 4	Lindsey Baker, Commissioner	September 30, 2020
Place 5	VACANT, Commissioner	September 30, 2019
Place 6	Robert Pace, 1st Alternate	September 30, 2020
Place 7	VACANT, 2nd Alternate	September 30, 2019

RECOMMENDATION

Recommendation/Appointment is at Council's discretion. The preliminary appointment list is:

Place 1 - Steve Holzwarth

Place 2 -Wade May (current member expiring 2020)

Place 3 - Brian Rush

Place 4 - Lindsey Baker (current member expiring 2020)

Place 5 - Robert Pace

Place 6 (2nd alternate) - Rodney Thorton , pending interview (term expires 2020)

Place 7 (1st alternate) - Cody Gober

BUSINESS ITEM 10.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019

Title: Board of Construction Appeals

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: N/A

Legal Review: N/A

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on nominations, appointments, resignations and removal of members from the Board of Construction Appeals.

AGENDA ITEM SUMMARY/BACKGROUND

The board serves as an appeals board to decide appeals to decisions of the Building Official concerning the model construction codes.

This board hears and decides appeals of order, decisions, or determinations made by the Building Official relative to the application and interpretation of the adopted codes. The board shall have no authority to waive requirements of the codes.

The board is accountable to the Mayor and City Council. The Mayor and City Council will determine if the committee is functioning properly and accomplishing defined duties/responsibilities.

The Board of Construction Appeals shall consist of five (5) regular members and two (2) alternates to be appointed by the Council to serve two year terms with no term limits.

A quorum of the Board of Adjustment shall consist of four (4) members. In the absence or disqualification of a regular member, an alternate shall act as a Board member.

** Place 2, Korey Robertson does not wish to be reappointed.*

New applicants:

No New Applicants

Board of Construction Appeals

Place 1	Keith Koeninger	September 30, 2019
Place 2	VACANT	September 30, 2019
Place 3	Robert Pace	September 30, 2020
Place 4	David Payne	September 30, 2019
Place 5	John Horney	September 30, 2019
Place 6	Douglas Fernow, 1st Alternate	September 30, 2019
Place 7	VACANT, 2nd Alternate	September 30, 2020

RECOMMENDATION

Recommendation/Appointment is at Council's discretion. The preliminary appointment list is:

Place 1 - John Horney

Place 2 - Douglas Fernow (term expires 2020)

Place 3 - Robert Pace

Place 4 - John Cox (term expires 2020)

Place 5 - Keith Koeninger

Place 6 (2nd alternate) - David Burnett (term expires 2020)

Place 7 (1st alternate) - David Payne

City Council Regular and Workshop Session

Meeting Date: 09/19/2019

Title: Finance Audit Committee

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: N/A

Legal Review: N/A

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on nominations, appointments, resignations and removal of members from the Citizen Finance Audit Committee.

AGENDA ITEM SUMMARY/BACKGROUND

The purpose of the Committee is to assist the City Council in fulfilling its oversight responsibilities for the annual audit process, the development of financial policies and procedures, Investment transactions and reports, and the system of internal controls.

Duties / Responsibilities

- Advise the City Council and management on the selection of the independent auditor
- Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal control system.
- Review and appraise the audit efforts of the City's independent auditor
- Provide an avenue of communication among the independent auditor, financial and senior management, and the City Council.
- Review and provide recommendations on the City's financial, investment, and budgetary reports, policies and procedures.
- Determine general investment strategies and monitor results.
- Review investment economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate of return on the investment portfolio.
- Adopt the list of authorized brokers and dealers of government securities.

Qualifications / Composition / Tenure

5 members including the Mayor, two members of the City Council, and two representatives from the community.

The Chairman and Vice-Chairman shall be elected by the committee and shall serve one-year terms.

The Representatives from the community must be qualified voters of the City and shall remain eligible to vote during their tenure on the Committee and to the extent possible, shall be a finance professional such as an accountant, Certified Public Accountant, auditor or shall have equivalent experience.

The term of each committee member is two (2) years. The Committee members from the community may serve no more than two (2) successive terms.

The City Councilmembers and the Mayor are the voting members of the Committee.

No new applicants

Brian Bowen

Place 1	Sam Burke, Council Representative, Vice Chairman	September 30, 2020
Place 2	Scott Garber, Council Representative Chairman	September 30, 2020
Place 3	VACANT, Citizen	September 30, 2020
Place 4	Dick Baker, Citizen, Term Expired	September 30, 2019
Place 5	Bill Heidemann, Mayor	Permanent

RECOMMENDATION

Recommendation/Appointment is at Council’s discretion. The preliminary appointment list is:

- Place 1 Sam Burke (term expiring 2021)
- Place 2 - Scott Garber (term expiring 2020)
- Place 3 - Richard Weir
- Place 4 - Catherine Miller (term expires 2020)
- Place 5 - Bill Heidemann Permanent

BUSINESS ITEM 12.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019

Title: Ethics Committee

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: N/A

Legal Review: N/A

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on nominations, appointments, resignations and removal of members from the Ethics Committee.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth adopted an Code of Ethics policy requiring that public officials and employees be independent, impartial, and responsible while representing the City in any capacity for which he/she was appointed or elected. The City of Corinth Ethics Commission will be accountable to the Mayor and City Council. The City Council shall have primary responsibility for the enforcement of this code.

Candidates for the advisory board will be named by the Mayor and will be approved by majority vote of the City Council.

The term of each member shall be two (2) years with no term limits.

Members of the advisory board may not hold an elected municipal office within the City of Corinth and may not serve on any other advisory board or commission within the City of Corinth.

New Applicant:

- Molly Fillmore
- Jeffrey Cook
- Billy Byassee

Ethics Committee

Place 1	Tom Winterburn	September 30, 2019
Place 2	VACANT	September 30, 2019
Place 3	VACANT	September 30, 2019
Place 4	Lee Ann Heath	September 30, 2020
Place 5	Joan Mazza	September 30, 2020

RECOMMENDATION

Recommendation/Appointment is at Council’s discretion. The preliminary appointment list is:

- Place 1 - Tom Winterburn
- Place 2 - Lee Ann Heath (Current member & expiring in 2020)
- Place 3 - Molly Fillmore
- Place 4 - Joan Maza (Current member & expiring in 2020)
- Place 5 - VACANT

City Council Regular and Workshop Session

Meeting Date: 09/19/2019

Title: EDC Appointments

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: N/A

Legal Review: N/A

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on nominations, appointments, resignations and removal of members from Corinth Economic Development Corporation,

AGENDA ITEM SUMMARY/BACKGROUND

The Corinth Economic Development Corporation is a nonprofit corporation managed by a board of directors to promote economic development for the City of Corinth. It is organized exclusively on behalf of the City for the public purposes of the promotion and development of new and expanded business enterprises to provide and encourage employment in the furtherance of public welfare. The Corporation shall have and exercise all of the rights, powers, privileges, authority and functions given by the general laws of Texas to nonprofit corporations by the Texas Nonprofit Corporation Act, Tex. Civ. Stat. Ann. Art. 1396-1.01 et. seq., and the additional powers as provided in Section 4B of the Development Corporation Act of 1979.

CEDC Bylaws; (Article IV Board of Directors)

Section 04.01 Powers, Number and Term of Office provides as follows:

The property and affairs of the Corporation shall be managed and controlled by the Board of Directors and subject to the restrictions imposed by law, the Articles of Incorporation, and these Bylaws, The Board shall exercise all of the powers of the Corporation,

The Board shall consist of seven (5) regular members plus (2) alternates. The Directors each of whom shall be appointed by the City Council of the City of Corinth, as provided in Article VII of the Corinth Economic Development Corporation Articles of Incorporation.

Each member of the Board of Directors shall serve a two (2) year term. No Director shall serve more than two (2) consecutive terms. The terms shall expire on September 30 and begin on October 1.

The City Council of the City of Corinth shall recommend to the Board the person to serve as President. All officers shall be elected by and subject to removal from office at the will of and at any time by a vote of a majority of the Board.

Any Director may be removed from office by the City Council at any time.

New Applicants:

Laura Paul

Vanessa Swindell

Joan Mazza

Economic Development Corporation

Place 1	Eric Wiser	September 30, 2020
Place 2	Bradley Hinson	September 30, 2019

Place 3	Robert Goodwin	September 30, 2020
Place 4	Jerry Blazewicz	September 30, 2019
Place 5	Grady Ray	September 30, 2019
Place 6	Steve Holzwarth	September 30, 2019
Place 7	Tina, Henderson, President, Council Representative	September 30, 2020

RECOMMENDATION

Recommendation/Appointment is at Council’s discretion. The preliminary appointment list is:

- Place 1 - Brad Hinson
- Place 2 - Eric Wiser (existing member - term expires 2020)
- Place 3 - Jerry Blazewicz
- Place 4 - Tina Henderson (existing member-term expires 2020)
- Place 5 - Grady Ray
- Place 6 - Robert Goodwin (existing member- term expires 2020)
- Place 7 - Joan Mazza

BUSINESS ITEM 14.

City Council Regular and Workshop Session

Meeting Date: 09/19/2019

Title: Zoning Board of Adjustments

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: N/A

Legal Review: N/A

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on nominations, appointments, resignations and removal of members from the Zoning Board of Adjustments.

AGENDA ITEM SUMMARY/BACKGROUND

The Zoning Board of Adjustments is a quasi-judicial body that determines variances to the Zoning Ordinance. The City Council has no review authority over decisions of the Board of Adjustment. Through the authority of Corinth’s Home Rule Charter, the City of Corinth Zoning Ordinance and under the Local Government Code, Section 211.008 the Board is authorized to make special exceptions to the terms of the Zoning Ordinance.

Two year term with no term limits

This Board requires that a quorum (4 of the 5 members) be present to act upon any variance request. The board by majority vote shall adopt rules in accordance with any ordinance adopted under this subchapter. It takes four (4) concurring votes of the members to approve a variance.

**Place 4, Korey Robertson does not wish to be reappointed.*

New applicants:

No new applicants

Board of Construction Appeals

Place 1	John Horney, Chairman	September 30, 2019
Place 2	David Burnett	September 30, 2019
Place 3	Keith Koeninger	September 30, 2019
Place 4	VACANT	September 30, 2019
Place 5	John Cox	September 30, 2019
Place 6	Douglas Fernow, 1st Alternate	September 30, 2019
Place 7	David Payne, 2nd Alternate	September 30, 2019

RECOMMENDATION

Recommendation/Appointment is at Council’s discretion. The preliminary appointment list is:

Place 1 - John Horney

Place 2 - Douglas Fernow (term expires 2020)

Place 3 - Robert Pace

Place 4 - John Cox (term expires 2020)

Place 5 - Keith Koeninger

Place 6 (2nd alternate) - David Burnett (term expires 2020)

Place 7 (1st alternate) - David Payne

City Council Regular and Workshop Session

Meeting Date: 09/19/2019

Title: Parks and Recreation Board

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

Finance Review: N/A

Legal Review: N/A

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on nominations/ appointments to the Parks and Recreation Board.

AGENDA ITEM SUMMARY/BACKGROUND

Parks and Recreation serves as an advisory committee to the Mayor and City Council and the Director of Public Works pertaining to parks and recreation, and cooperate with other governmental agencies, civic groups and all citizens of the City in the advancement of sound parks and recreation planning and programming. The Board shall hold an organizational meeting in October of each year and shall elect a Chairman and Vice-Chairman from among its members before proceeding to any other matters of business. The officers shall serve for a term of one (1) year.

Duties / Responsibilities

The duties and responsibilities of the Parks and Recreation Board shall be as follows:

1. Act in an advisory capacity to the City Council and the Director of Public Works pertaining to parks and recreation, and cooperate with other governmental agencies, civic groups and all citizens of the City in the advancement of sound parks and recreation planning and programming;
2. Recommend policies related to parks and recreation for approval by the City Council;
3. Recommend the adoption of standards for parks, playgrounds, and trails and their financial support;
4. Make or cause to be made an annual review of existing recreation services and a survey of services, including existing services provided and services needed. The Board shall interpret the findings of such review and survey to discern the needs of the public and shall relate that interpretation to the City Council and to the Director of Public Works along with recommendations on planning and implementation;
5. Aid in coordinating trail connections with the programs of other governmental agencies and interested groups;
6. Review the effectiveness of the parks and recreation program with the Director of Public Works and the City Manager; and
7. Serve as an advocate for parks and recreation services to the public.

(B) To accomplish its responsibilities, the Board May establish sub-committees to assist with the performance of the Board's duties, including but not limited to, the areas of finance/fundraising, cleanup, and/or recreation coordination.

(C) A Board member shall serve as Chair of each sub-committee, and each sub-committee may have an unspecified number of community volunteers chosen by the Board to serve as working sub-committee members.

Composition

- The Board shall be comprised of five (5) members, each of whom shall be a qualified voter of the City, and who shall be appointed by the City Council for two (2)-year staggered terms. Places on the Board shall be numbered one (1) through five (5).
- For the initial term, members appointed to Places one (1), three (3), and five (5) shall be appointed for two (2) year terms beginning in September, 2019 with such terms expiring in September, 2021, and thereafter, members subsequently appointed to those Places shall serve a two (2) year term expiring in odd-numbered years.
- For the initial term, members appointed to Places two (2) and four (4) shall be appointed for a one (1) year

term beginning in September, 2019 with such appointments expiring in September, 2020, and thereafter, members subsequently appointed to those Places shall serve a two (2) year term expiring in even-numbered years. Members shall serve at the pleasure of Council and without compensation. Members shall serve until their successors are appointed.

New Applicants:

Pam Odino
Paula Kaye Lanigan
Timothy Page

Parks and Recreation Board

Place 1		September 30, 2021
Place 2		September 30, 2020
Place 3		September 30, 2021
Place 4		September 30, 2020
Place 5		September 30, 2021

RECOMMENDATION

Recommendation/Appointment is at Council's discretion. The preliminary appointment list is:

Place 1 - Billy Byassee
Place 2 - Paula Lanigan (term expires 2020)
Place 3 - Adam Johnson
Place 4 - Tim Page (term expires 2020)
Place 5 - Catherine Miller
