



*** PUBLIC NOTICE ***

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

**Thursday, May 9, 2019, 5:45 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Upper Trinity Regional Water District overview.
2. Receive a report, hold a discussion, and provide staff direction on the Water and Wastewater Rates.
3. Overview of the "Neighbors by Ring" social media program .
4. Discussion on trash pick up procedures and the timing of trash carts and bulk item placement on curb for pick up.
5. Hold a discussion on the National League of Cities (NLC) Service Warranty Line Program.
6. Hold a discussion on the Lake Cities 4th of July Parade.
7. 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:

**7:00 p.m. 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".**

PROCLAMATION: National Police Week 2019

CONSENT AGENDA

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

1. Consider and act on minutes from the April 4, 2019 Workshop Session.
2. Consider and act on minutes from the April 4, 2019 Regular Session.
3. Consider and act on minutes from the April 18, 2019 Workshop Session.
4. Consider and act on minutes from the April 18, 2019 Regular Session.
5. Consider authorizing the Corinth Police Department to join the "Neighbors by Ring" social media program

CITIZENS COMMENTS

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

PUBLIC HEARING

6. The Corinth City Council will conduct a public hearing to consider testimony and act upon an amendment to the City's Unified Development Code, Section 2: Zoning Regulations, Subsection 2.10: Zoning Procedures, 2.10.07 Certificate of Occupancy.
 - Staff Presentation
 - Public Hearing (Open and Close)
 - Response by Staff
 - Take Action

BUSINESS AGENDA

7. Consider and act on an ordinance of the City of Corinth approving an amendment to the fiscal year 2018-2019 budget and annual program of services to provide expenditures of funds to pay for street improvements; and providing an effective date.
8. Consider approval of the contract from BMFB Concrete for street repairs, funded from the 1/4 Cent Sales Tax.
9. Consider and act upon a tree mitigation plan on property legally described as A0915A MEP & PRR, TR 10(PT), A0833A E. MARSH, TR 27, 2.875 ACRES, OLD DCAD TR 3A #8A 10A and A0153A BBB & CRR, TR 2 (FM 2181 Commercial Development)

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.

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

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

A. MCM Contract for Lake Sharon Roadway Extension

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

A. Acquisition of Right-of-Way adjacent to Pecan Creek Plaza

B. Dobbs Road Right-of-Way

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

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

A. Project Daylight

B. Project Sundown

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

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

ADJOURN:

Posted this 3rd day of May, 2019 at 11:30 a.m. on the bulletin board at Corinth City Hall.

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

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019

Title: UTRWD

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

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Infrastructure Development
Citizen Engagement &
Proactive Government
Regional Cooperation

AGENDA ITEM

Upper Trinity Regional Water District overview.

AGENDA ITEM SUMMARY/BACKGROUND

Larry Patterson, Executive Director, of the UTRWD will be present to provide an overview of the system and future water plans.

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: Water Rate Study
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Receive a report, hold a discussion, and provide staff direction on the Water and Wastewater Rates.

AGENDA ITEM SUMMARY/BACKGROUND

The City retained Carolyn M. Marshall, CPA to perform a cost of service and rate design study for the City's water and wastewater utility. The study's intent is to achieve a water and wastewater structure that will assure equitable and adequate revenues for operations, debt service retirement, capital improvements, bond covenant requirements, and consider asset management funding. . The analysis examined revenue requirements for a five-year period beginning with fiscal year 2019-2020.

RECOMMENDATION

WORKSHOP BUSINESS ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: Neighbors by Ring Program
Submitted For: Bob Hart, City Manager **Submitted By:** Jerry Garner, Police Chief
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement &
Proactive Government

AGENDA ITEM

Overview of the "Neighbors by Ring" social media program .

AGENDA ITEM SUMMARY/BACKGROUND

This social media application allows citizens and law enforcement agencies to share information and crime prevention tips as part of a modern-day, digital Neighborhood Watch program. The program is offered for no charge to both citizen users and participating law enforcement agencies. The program has millions of users nationwide and has proven useful in capturing burglars, porch package thieves, and trespassers. Agencies in this area already participating in the program include the Dallas, Frisco, Richardson, and Plano Police Departments. The program allows citizens to share with law enforcement images captured with home cameras, including the increasingly popular doorbell cameras. The agreement signed with the Ring Company specifies that law enforcement cannot receive the images without the citizen's approval.

Ring is a home security provider and an Amazon company.

The Police Department plans to launch the program within the next two weeks. It will be accompanied by a news release and posts on the Department's social media sites.

RECOMMENDATION

Staff recommends approval of the applicaiton.

WORKSHOP BUSINESS ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019

Title: Trash Pickup Discussion

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

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

City Manager Review:

Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Discussion on trash pick up procedures and the timing of trash carts and bulk item placement on curb for pick up.

AGENDA ITEM SUMMARY/BACKGROUND

A presentation will be given by staff during the meetings worksession.

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019

Title: NLC Service Warranty Line Program

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

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals:

AGENDA ITEM

Hold a discussion on the National League of Cities (NLC) Service Warranty Line Program.

AGENDA ITEM SUMMARY/BACKGROUND

The National League of Cities offers a utility line warranty program for residents of member cities. The program is offered to residents directly by the NLC program and all payments and handling of service requests are done by the NLC program. There is no cost or work to be borne by the city, nor does the city receive any royalty payment or rebate with the program.

Fees for the service are:

- a. External water service line warranty - \$5.25/month
- b. External sewer/septic line warranty - \$7.25/month
- c. Interior plumbing and drainage warranty - \$9.49

Scope of the service:

- a. External water service line from the meter and/or curb box to the external wall of the home.
- b. External sewer/septic line warranty from the exit point of the home to the main or covers septic lines if applicable.
- c. Interior plumbing and drainage includes water supply pipes and drainage pipes with the interior of the home

A brief PowerPoint presentation will be available to cover the program.

RECOMMENDATION

Agree by consensus to permit staff to request the NLC program

Attachments

NLC Service Line Presentation



Service Line Warranty Program



City of Corinth, TX

we promise



Emilie Zalfini

724-749-1060

EZalfini@utilitysp.net



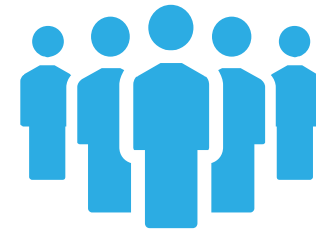
WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®

2018 WINNER
BBB Torch Awards for Ethics™
Better Business Bureau of Western PA



“ This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years. ”

— Clarence Anthony, Executive Director
National League of Cities

PROGRAM BENEFITS

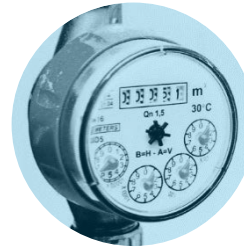
- Only Service Line Program Endorsed by the National League of Cities
- Helps address the public policy issue of aging infrastructure
- No cost for the Municipality to participate
- Ongoing Revenue Stream for the Municipality
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service



OUR SERVICE AND WHAT IT COVERS



SEWER LATERAL &
SEPTIC LINE COVERAGE



WATER LINE & WELL LINE
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior.

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident.
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

OUR SERVICE AND WHAT IT COVERS




INTERIOR PLUMBING
AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

Coverage includes:

- Up to \$3,000 coverage per repair incident
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
 - Only market by direct mail, no telemarketing
 - Would never mail without your review and approval of marketing material before each and every campaign
 - Limited mailing campaigns per year
 - Consumer friendly marketing
 - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time

OVER 600 MUNICIPAL PARTNERS IN 39 STATES

...INCLUDING 38 IN THE STATE OF TEXAS

Alabama
Arkansas
Arizona
California
Colorado
Connecticut
Florida
Georgia
Idaho
Iowa
Illinois
Indiana
Kansas



Kentucky
Louisiana
Maryland
Massachusetts
Michigan
Minnesota
Missouri
Montana
North Carolina
Nebraska
New Jersey
New Mexico
Nevada

Ohio
Oklahoma
Oregon
Pennsylvania
South Carolina
South Dakota
Texas
Utah
Virginia
Washington
West Virginia
Wisconsin
Wyoming

OUR 38 PARTNERSHIPS IN TEXAS

- City of Arlington
- City of Bryan
- City of Crandall
- City of Commerce
- City of Corrigan
- City of Decatur
- City of Denison
- City of Diboll
- City of Ferris
- City of Forest Hill
- City of Forney
- City of Hondo
- City of Hurst
- City of Hutchins
- City of Kaufman
- City of Kennedale
- City of Killeen
- City of Kyle
- City of La Marque
- City of Lancaster
- City of Lewisville
- Town of Little Elm
- City of Marshall
- City of Mercedes
- City of Midland
- City of Navasota
- City of Odessa
- City of Penitas
- City of Princeton
- City of Roanoke
- City of Rockport
- City of Rowlett
- City of San Angelo
- The City of Texarkana
- City of Uvalde
- City of Waxahachie
- City of Wilmer
- Denton County Fresh Water Supply District 1



- Over 140,000 Texas residents currently enrolled in the program
- Over \$3.7 million paid in repair costs over the last three years

PROGRAM SUCCESS

- Invested more than \$64 million in private infrastructure repairs
- Returned over \$4 million to cities through revenue sharing component
- Over 15 years of experience; NLC endorsed since 2010
- 97% claim approval rating
- 95% customer satisfaction rating

Q & A

WORKSHOP BUSINESS ITEM 6.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: 4th of July Parade
Submitted For: Bob Hart, City Manager **Submitted By:** Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement &
Proactive Government
Regional Cooperation

AGENDA ITEM

Hold a discussion on the Lake Cities 4th of July Parade.

AGENDA ITEM SUMMARY/BACKGROUND

This item has been placed on the work session to discuss plans to participate in the July 4th parade. The discussion should include participation by the Cambodian delegation.

RECOMMENDATION

N/A

PROCLAMATION

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: National Police Week
Submitted By: Kim Pence, City Secretary
Finance Review: N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals:

Legal Review: N/A

AGENDA ITEM

PROCLAMATION: National Police Week 2019

AGENDA ITEM SUMMARY/BACKGROUND

N/A

RECOMMENDATION

N/A

Attachments

Proclamation



MAYOR'S PROCLAMATION

To recognize National Police Week 2019 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, in 1962, President Kennedy proclaimed May 15 as National Police Officers Memorial Day and the calendar week in which May 15 falls as National Police Week;

WHEREAS, established by a joint resolution of Congress in 1962, National Police Week pays respect to those law enforcement officers who have lost their lives in the line of duty for the protection of others;

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the wall of the National Law Enforcement Officers Memorial in Washington, D.C.;

*WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during National Police Week, which takes place this year from **May 12-18**;*

*WHEREAS, **May 15** is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families;*

THEREFORE, BE IT RESOLVED that I, Mayor of the City of Corinth, Texas formally designates **May 12-18, 2019**, as Police Week in the City of Corinth, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

Signed this _____ day of May, 2019 at the City of Corinth, Texas in the witness thereof.

Bill Heidemann, Mayor
City of Corinth

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: April 4, 2019 Workshop Session
Submitted For: Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from the April 4, 2019 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the April 4, 2019 Workshop Session. The minutes are in draft form and are not considered official until formally approved by the City Council

RECOMMENDATION

Staff recommends approval of the April 4, 2019 Workshop Session minutes.

Attachments

Minutes

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

On this the 4th day of April 2019 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Mayor Heidemann
Sam Burke, Mayor Pro-Tem
Don Glockel, Council Member
Tina Henderson, Council Member
Scott Garber, Council Member

Members Absent:

Lowell Johnson, Council Member

Others Present

Carolyn Marshall, CPA

Staff Members Present

Bob Hart, City Manager
Kim Pence, City Secretary
Patricia Adams, Messer, Rockefeller, & Fort
Helen-Eve Liebman, Planning and Development Director
Ben Rodriguez, Planning and Development Manager
George Marshall, City Engineer
Lee Ann Bunselmeyer, Finance and Communications Director
Shea Rodgers, Technology Services Manager
Jerry, Garner, Police Chief
Chris Rodriguez, Finance Manager
Angie Watson, Utility Billing Supervisor
Stephanie Constant, Senior Utility Billing Tech
Jason Alexander, Economic Development Director

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA:

1. Hold a discussion and provide staff direction on a City Logo.

Lee Ann Bunselmeyer, Finance and Communications Director – reminded Council of their discussions from the last council meeting on this item and presented the updated options based on those discussions. The idea from Slate Communications is that if Council chooses one of the column logos and they choose one with more than one color, then they suggest keeping the single color for publications due to there are presentations that multicolor logos do not look presentable on and a solid is needed. Slate Communications will provide the files for all of them. A summary

of the different logos were presented and how they look on shirts and vehicles for comparison.

Councilmember Burke – does not like the solid colors. He likes them both with the colors and is comfortable with the Star logo.

Councilmember Garber – likes the bottom left the most and believes the top right has opportunity on certain colored backgrounds. He agrees with Councilmember Burke and does not like the solid colors, but likes the color of the Star.

Councilmember Henderson – loves the single color, and agrees it does not look as good on the truck as the red, but thinks it is bold and speaks to you. She likes the columns better than the star.

Councilmember Glockel – would prefer to keep the current logo. If that is not an option, Lake Dallas has a Star and thinks that disqualifies the Star. He likes the multicolor and thinks they look good on the door, but not the back of the truck and looks pretty good on the shirt.

Mayor Heidemann – is there a reason it is on the back of the truck?

Lee Ann Bunselmeyer, Finance and Communications Director - that is what Slate Communications did as part of their design. We would keep it on the door like it currently is. This is what the quote included, just the doors and not the back end.

Bob Hart, City Manager – likes the bottom on the left with two colors and thinks a lot of Cities have Stars. The columns is a chance to capture the name Corinth with the Corinthian architecture. It would be a one of a kind and it makes it very distinct.

Mayor Heidemann – likes the multicolor column; either 1 or 2. He does not like the Star or the solid color.

Lee Ann Bunselmeyer, Finance and Communications Director – we will incorporate the new logo in the new web design that launches the first week of June, so staff would wait until then to promote and get the logos installed on the trucks the last week of May, or first of June. Fire and Police would have their own and this would only be on our print material and uniforms right now. We will not change the water tower until we repaint the tower and will put it on the new water when it is built.

Mayor Heidemann – confirmed with Council their consensus to go with the lower left logo as presented.

2. Receive a report, hold a discussion, and give staff direction on the Water and Waste water Rates.

Bob Hart, City Manager- introduced Carolyn Marshall, she has done a lot of rate work throughout the Metroplex. She will leave the rate model she developed for the City to use. This means the City can begin doing a lot of this work in house. She is also always available for reminders and training. Staff will bring this back on the April 18th Council Agenda with whatever modifications Council decides to do.

Carolyn Marshall, CPA – gave a presentation on the City of Corinth Utility Cost of Service and Rate Design. The rate study guidelines come from the American Water Works Association (AWWA), they are the ones who actually give guidance on how to set up rates. Cities have a lot of

leeway on the rates, but there are some things that you can and cannot do based on State law. Using the cash basis, the goal is to determine if the expected revenues are sufficient to cover your expected expenditures. This happens at budget time. I review the revenue requirements, look at the current rate structures and then recommend alternate structures, if appropriate, to achieve the city's goals. However; you really want to set rates for each service, so you allocate the costs between the services; some are easy and some can only be done by a consensus. If the current rates bring in sufficient revenue the city is in a great position. If it does not, then the city will need to determine the appropriate rates to recover the revenues to meet the expenses.

Lee Ann Bunselmeyer, Finance and Communications Director - discussed the expenditures for the water and wastewater fund stating approximately 70 percent of the expenses are fixed costs. This gives 30 percent that Council can increase or decrease with 15 percent being salaries. Since 2015, the Upper Trinity Regional Water District (UTRWD) expense has increased by 6.65 percent or 1.3 percent annually. The water and wastewater charges have increased at about 3.26 percent annually and since 2015 have increased approximately 16 percent.

The projections for the next three years have been estimated by 3 percent due to some historical information showing UTRWD has charged up to 3 percent a year. If UTRWD does increase their debt or charges, the city will need to increase the projection to 5 percent. In total with the debt, UTRWD purchase costs, and transfers out, there is \$8 million worth of expenditures in the budget.

The revenue requirements for water is \$7.6 million and wastewater is \$4 million. We are looking to collect \$11.6 million total. This will serve as the benchmark for setting the rates. Currently, the city is collecting enough revenue to meet the expenditures or demands. Based on these projections of revenue and expenditures, the city expects to have an overage for 2020, but will experience a shortage from 2021 forward. The staff recommendation is to keep the current rates as they are.

Mayor Heidemann – If this is based on last year, was weather conditions and needs based on weather included in the forecasts?

Lee Ann Bunselmeyer, Finance and Communications Director – Yes, since the rate structures were changed last year and with the changes Council made last year, by raising the minimum rates, this eliminated the volatility in the rate and made them more consistent. We are estimating a collection this year that is less than last year.

Councilmember Garber - these calculations assume the new water tower is financed through the water bond sell?

Lee Ann Bunselmeyer, Finance and Communications Director – Yes.

Councilmember Garber - I thought the UTRWD costs was a pass through, so if it went up every year by 3% we are passing that through, does this include these pass-through? So those increases in costs, the 30% that we can control is salaries, benefits, gasoline, correct?

Lee Ann Bunselmeyer, Finance and Communications Director – If I understand your questions correctly, the costs that we show increasing are fixed and variable costs. We did do rates as an UTRWD rate and a City rate that way if UTRWD went up we would raise the cost only by the same amount.

Councilmember Henderson – questioned why the wastewater increase was significantly higher than the water increase.

Lee Ann Bunselmeyer, Finance and Communications Director – explained the UTRWD has been putting more infrastructure in on the wastewater side at UTRWD and you have pipeline fees and other fees that showed up.

Bob Hart, City Manager – yes, you have some plant expansions, but the treatment costs are climbing rapidly.

Carolyn Marshall, CPA – the state is mandating a lot of those costs, you have TCEQ involved and they sample the wastewater every month and a lot of this is mandated by the State.

Lee Ann Bunselmeyer, Finance and Communications Director – discussed the current rates comparing them to the previous structure and other municipalities around Denton County showing Corinth is in the middle for residential customers and the commercial customers. For now staff is recommending no changes to the water or wastewater rates, but they do recommend adding a Utility Stabilization Fund and a Utility Asset Management Reserve Fund.

We would like to revise the Fund Balance policy, which states we have to maintain a 25% operating expenditures in the fund balance for the utilities. We want to leave this in place but add a Utility Rate Stabilization Fund. This allows Council to set money aside so that when the revenues are short Council can pull from this fund to stabilize the rates. This assists in offsetting temporary increases to the budget; as well as increases from the UTRWD and City of Denton, by removing the volatility and stabilizing the rates.

How it is funded is that Council will add money to this fund from the General Fund balance and/or savings from expenditures; such as salary savings or excess money due to an overage collected over the years. This way when the fund sees a temporary shortfall money is pulled from the Rate Stabilization Fund instead of temporarily raising the rates for one year to cover the same shortfall. It will be set not to exceed a balance of 15% of budgeted expenditures.

The second revision to the Fund Balance policy we are recommending is to establish a Utility Asset Management Reserve Fund. The city does not have the capacity within the current rate structure to include transfers into the Asset Management Plan. This fund presents baby steps to fund the Asset Management Plan. How we would fund it is when the rates are good and we have capacity then through budget transfers we could move money into the Asset Management Plan, like we do the internal service funds now, or we could do the same as the Rate Stabilization fund for future replacement of water or wastewater lines, etc. There is not a cap on this.

There have been some residents that have come in to express their concerns and requests in regards to the utilities. The first one is to have the Council absorb or waive the credit card transaction fees that the city is charged from the credit card companies and then passes through to the citizens. The City has the authority to charge a fee, if offering a payment mode that makes it convenient for residents to pay their bills, and offset the cost of this fee. The city pays for website maintenance and the programs to allow the credit card charges. The City cannot charge this fee for face to face transactions.

In order to absorb the fees, staff budgets \$75,000 to pay for the credit card fees. Other municipalities saw an increase in credit card transactions at a very high volume, approximately 55%, when they stopped charging this fee. The utility billing staff created a comparison of other cities for these fees and it came back showing the larger cities absorb the fees and that Corinth is in line with other smaller cities on these charges. Staff will bring this policy back before you in the next 30-60 days

to get council's view on how to proceed; and to discuss credit card payments for the Planning & Development Department, those transactions can be up to \$20,000 or \$30,000 and a \$3.95 credit card transaction fee does not come close to covering the cost of those fees.

Councilmember Burke – What is the percentage of the credit card payments for the city?

Lee Ann Bunselmeyer, Finance and Communications Director – for utility payments it is 1.25 percent and all other transactions outside of utilities is about 2.5 percent that is how much the city is charged. We were able to make changes to the website processor to allow residents to have automatic pays from their credit card online with a \$3.95 charge.

Councilmember Garber – If we were charging 1.25 percent on an average water bill that would be more like a \$1.50?

Lee Ann Bunselmeyer, Finance and Communications Director – Angie, what is the average utility bill?

Angie Watson, Utility Billing Supervisor – in the winter it is \$125 and the summer it is \$250.

Lee Ann Bunselmeyer, Finance and Communications Director - so at \$250 you are looking at \$3.12. It does not cover all your costs because you have to pay some administrative fees, credit card processing fee, website, and portal to accept the payment. We set this rate in 2006 and it has not changed since.

Councilmember Glockel – have you looked at charging commercial only and not residential?

Lee Ann Bunselmeyer, Finance and Communications Director – most of our volume and expenditures comes from the residential side. The City of Denton in the past would charge for a few years and then not charge for a few years.

Councilmember Burke–inquired on the affects the transaction fees have on the general fund

Lee Ann Bunselmeyer, Finance and Communications Director – the \$75,000 is only on the utility side. The expenditure on the general fund side is not as much. Most of the individuals have to come in to go to court, so there is not a lot of internet charges from Court. However, when Planning and Development begin to charge online, there will be a lot of activity and we will have to address their charges at some point.

Councilmember Burke – the big picture is we either charge the person who uses the service or we charge all the tax payers.

Lee Ann Bunselmeyer, Finance and Communications Director – this policy has not been reviewed in thirteen years.

The next citizen item to discuss is the impact of the rate increases we did last year on our seniors. We focused in on 5,000 gallons a month usage because that was the new minimum water bill. It was brought to our attention that it was a 50 percent increase to our seniors instead of the seven or eight percent the city advertised. Today, we have approximately 300 seniors and they use less than 3,000 gallons a month. Under the old rate structure, they were paying \$22 a month and now it is \$44 a month for the same 3,000 gallons.

Councilmember Garber – is there a recommendation on how to fix this?

Carolyn Marshall, CPA - there are a couple of options. One is you could introduce a Senior Rate that is completely different than everyone else. When this is implemented everyone that is not a senior will pick up the shortfall. The other thing is to reduce the base bill amount. Again, whatever you do the shortfall will fall to the rest of the customers.

Councilmember Garber – can we not drop the base rate back to where it was and move the volumetric discount back from 5,000 to 3,000 just for the Seniors? This way they are still getting free water, but not getting 5,000 gallons. Sounds like a lot of the issues are from folk who are not even using this much. This gets them back down to half the base rate and it seems that this should even out enough or close enough that we would not have to affect anybody else.

Lee Ann Bunselmeyer, Finance and Communications Director – we can definitely run the analysis and double check. It is just 300 accounts and when we looked at their use, it is very low water usage. We will bring this back to council.

The third issue, is a resident came to council about a month ago that wanted to be grandfathered back to his agreement with the City to not charge him the minimum bill and wanted a refund calculated back 8-9 years, which is a refund of \$981.00. The back story to this situation involves a previous city manager that recommended the installation of an irrigation meter to lower their water bill cost by forcing all of the water consumption to the lower tiers of the billing amounts. This was not a policy or an ordinance. Upon discovering this, the City Manager at that time came back and stated, if a resident has a meter, then by ordinance and policy they are charged the minimum bill to cover the cost of service for that meter. Notifications were sent out to all residents informing them if they have two meters they would be charged two minimum bills per month. This resident did come in to discuss this and it was explained to him. He has consistently paid this from 2012 to this year. We feel this came up again because of the minimum rate change from \$22 a month to \$44 a month causing a larger bill for him. The irrigation meter for eight months out of the year has zero consumption and in the summer he can irrigate up to 40,000 gallons a month before incurring additional charges. Staffs thought is, if you have two meters, than you should be paying the minimum bill due to there is a cost for meter service. If he wants to combine and go back to one meter, staff would waive all the fees to combine the meters. If he does combine, his water bill will be significantly higher than paying \$44 a month minimum bill and staff could do the calculation to show him the cost difference. Staff is currently consistent with the ordinance and policy, there was never an agreement or a policy this was just an agreement between a staff member and a resident. Our recommendation is to move forward with this gentleman.

Councilmember Glockel – I can see at a point, as water becomes more critical, the second meter should be higher than the first meter. The second meter is not charged for sewer, but that water is not recovered. The value of the water in the first meter is the fact that it is recovered and reused, but the second meter the water goes away. It seems eventually that the base water per gallon in the second meter needs to be higher.

Lee Ann Bunselmeyer, Finance and Communications Director – the water conservation program started last year and I believe we have a handful that went through and asked for a rebate on their program. Staff will begin launching and promoting this program more and hope to use some of the \$25,000 to get some traction on the program by maybe purchasing a smart meter or some other promotional idea. Staff is hoping to continue to grow this program.

Bob Hart, City Manager – the next item for discussion is a service line warranty program that has

been promoted through the National League of Cities (NLC). It is an insurance policy residents can purchase so that if they have a leak on a water or sewer line, they can call a plumber to repair, and have it covered through the insurance with the NLC. It is a fee of about \$3-4 a month for water and \$5-6 for sewer. The city does not bill, collect the money or manage this program. The city authorizes it to be offered. Staff needs to know if Council is interested in exploring this program and we will provide hard numbers to look at.

Councilmember Garber - How far down the service line does it cover?

Bob Hart, City Manager - From the meter to the house.

Mayor Heidemann – verified Council would like staff to bring this back for further discussion.

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

There was no discussion on these items.

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:05 p.m.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: April 4, 2019 Regular Session
Submitted For: Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from the April 4, 2019 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the April 4, 2019 Regular Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the April 4, 2019 Regular Session minutes.

Attachments

Minutes

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

On this the 4th day of April 2019 the City Council of the City of Corinth, Texas met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

Bill Heidemann, Mayor
Sam Burke, Mayor Pro-Tem
Scott Garber, Council Member
Tina Henderson, Council Member
Don Glockel, Council Member

Members Absent:

Lowell Johnson, Council Member

Staff Members Present

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

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

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

Mayor Heidemann called the meeting to order at 7:15 p.m., Councilman Garber delivered the invocation and led in the Pledge of Allegiance.

PRESENTATION:

Formal presentation by the Texas Police Chiefs Association to issue the Corinth Police Department its "Re-Recognized" Status for the Best Practices accreditation program.

Doug Reim, Chief of Police Highland Village - On January 6, 2019, the Corinth Police Department received the award of "Recognized Law Enforcement Agency" from the Texas Police Chiefs Association Law Enforcement Recognition Program. Begun in 2006, the Recognition Program evaluates a Police Department's compliance with over 168 Best Business Practices for Texas Law Enforcement. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service and the protection of individual's rights. These Best Practices cover all aspects of law enforcement operations including use of force, protection of citizen rights, vehicle pursuits, property and evidence management, and patrol and investigative operations.

The Corinth Police Department was originally recognized by the Texas Police Chiefs Association Law

Enforcement Recognition Program in January of 2011. Police agencies recognized by the TPCA must undergo an onsite inspection every 4th year and this makes the third successful onsite inspection by the Corinth Police Department. There is only about 70 organizations that could have met this goal in the State of Texas and there more than 160 different operating procedures that we have to comply with as agencies and be tested on, evaluated on and reviewed on, on a regular basis. The true test is the organizations and the person that has been responsible for getting that organization ready and that is Lieutenant Jimmy Greg. For an organization to meet that level for the third time is a huge accomplishment.

This voluntary process required the Corinth Police Department to conduct a critical self-review of the agency's policies, procedures, facilities and operations. Beginning in the summer of 2018, the department began the lengthy process to become a "Recognized" Law Enforcement Agency" by preparing proofs of compliance for each of the Texas Law Enforcement Best Business Practices. Upon completion of the internal review, an outside audit and review was requested. This final on-site review took place February 21-22, 2019. The on-site review is conducted by trained Police Chiefs from other areas of our state. The result of this review was then sent to the Texas Police Chiefs Association's Recognition Committee for final analysis and decision to award "Recognized" status.

On March 13th, the department was notified that it had been awarded the coveted "Recognized Law Enforcement Agency" award. The Corinth Police Department has always considered itself to be one of the best in the state. This process provided for an independent review of the department's operations and should assure the citizens of Corinth that its Police Department is conforming to the current state of the art in law enforcement.

Jerry Garner, Chief of Police and Lieutenant Jimmie Greg accepted the award.

Jimmie Greg, Corinth Police Lieutenant - I appreciate all the support. This was a team effort and it takes all 34 of us in the police department to make that work. Thank you.

CONSENT AGENDA:

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

1. Consider and act on minutes from the March 7, 2019 Workshop Session.
2. Consider and act on minutes from the March 7, 2019 Regular Session.
4. TXDOT Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals Amendment 3.
5. Consider and Act on a proposal from ABM Industries, Inc. to provide custodial services for City facilities.
6. Adoption of the Asset Management Plan as prepared by Public Sector Digest for the City of Corinth.
7. Consider and act on a contract for service between Brittan & Crawford LLC and the Corinth Economic Development Corporation for surveying and preparing acquisition documents for surplus right-of-way to be acquired from the Texas Department of Transportation, including legal descriptions and drawing exhibits, for an amount not to exceed \$20,000.00.

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

Councilmember Glockel.

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

MOTION CARRIED

CITIZEN'S COMMENTS:

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

No one spoke

BUSINESS AGENDA:

8. Consider and act upon a request from the applicant, Lawrence Holdorf, authorized representative for the property owner, Markwardt Investment Holdings LLC, for a Major Subdivision Waiver to the City of Corinth Access Management Standards out of the City's Unified Development Code (UDC) to allow a reduction in the minimum required distance between driveways along a major arterial street for the proposed driveway on property legally described as A0915A MEP & PRR, TR 10(PT), 2.031 ACRES, OLD DCAD TR #3A(2), A0833A E. MARSH, TR 27, .443 ACRES, OLD DCAD TR #8A(1D), and A0153A BBB & CRR, TR 2, .401 ACRES, OLD DCAD TR #10A (FM 2181 Commercial Development).

Helen-Eve Liebman, Planning and Development Director - The applicant is requesting a waiver from the City's Unified Development Code "UDC" as it pertains to minimum spacing between driveways. The property is located along FM 2181 approximately 1,000 feet west of Parkridge Drive.

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

The applicant is requesting a subdivision waiver to allow a driveway to be placed within 212 feet of the nearest driveway. The applicant has agreed to provide a cross access point that will connect to the adjoining doctors' offices when the property is developed. This will provide a contiguous point of access from Parkridge Drive to the soon to be developed property and reduce the amount of traffic entering into FM 2181 from this area as the cross access points will facilitate much of this traffic internally.

The City Engineer has reviewed the proposed waiver and has approved the location pending final approval by 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.

At the Planning and Zoning Commission Meeting on March 25, 2019 the commission unanimously recommended their approval of the waiver as presented. Staff recommends approval as presented.

MOTION made by Councilmember Burke to approve as presented. Seconded by Councilmember

Garber.

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Councilmember Burke - I think the Asset Management Plan is a huge step forward for this City and our ability to plan properly. I think this planning mechanism will allow us to do the kind of planning I would do as if it was my house. I appreciate Mr. Hart and the staff for getting this going.

Bob Hart, City Manager - On Saturday we have planned the Clean Up with Keep Corinth Beautiful and there is a 95% chance of rain on this day. We will make a decision on whether to cancel this event tomorrow morning at 10:00 a.m. We will broadcast this on social media. We will notify Keep Corinth Beautiful Commission as well.

Mayor Heidemann - On April 13th is our Easter Extravaganza and there will be a lot of activities going on. Put it on your calendar to attend, it should be a great day.

There was no Closed Session.

CLOSED SESSION

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

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

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

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

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:35 P.M.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: April 18, 2019 Workshop Session
Submitted For: Kim Pence, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider and act on minutes from the April 18, 2019 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the April 18, 2019 Workshop Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the April 18, 2019 Workshop Session minutes.

Attachments

Minutes

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

On this the 18th day of April 2019 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Members Absent:

None

Others Present

Carolyn Marshall, CPA

Staff Members Present

Bob Hart, City Manager
Kim Pence, City Secretary
Patricia Adams, Messer, Rockefeller, & Fort
Helen-Eve Liebman, Planning and Development Director
George Marshall, City Engineer
Lee Ann Bunselmeyer, Finance and Communications Director
Jerry, Garner, Police Chief
Angie Watson, Utility Billing Supervisor
Jason Alexander, Economic Development Director
Cody Collier, Director of Public Works
Brenton Copeland, Technology Services Assistant Manager
Chris Rodriguez, Assistant Finance Director

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA:

1. Receive a presentation on the status of the city's water meter transponder conversion system.

Cody Collier, Director of Public Works – delivered a presentation to Council on the status of the city's water meter transponder conversion system. He informed them there are 7,220 total utility accounts with 6,510 that have had the transponders replaced with the new RG3 Tomahawk System and 710 that are remaining. There have been many issues caused by the manufacturer with the transponders since 2017 and the remaining 710 transponders have been delayed due to manufacturing and parts availability issues. Due to some of the issues, RG3 has come in to help with the labor intensive work of re-reads, reprogramming, and verifications on the transponders.

The first shipment of transponders were received on April 5th after a six month delay. The remaining transponders have shipped and are expected to be installed within four weeks. Upon completion of the transponder installation, the remaining data collectors and repeaters will be installed and adjusted to collect the network. Currently, Advanced Metering Infrastructure (AMI) and Automatic Meter Reading (AMR) are reading 1,200 meters. Completion of the entire system and taking the customer portal live to the residents is expected by September 1st. The system will allow utility customers to monitor their water usage by the hour via the internet connection and set alerts for unusual or high consumption notifications.

Councilmember Garber – inquired on when the citizens will be able to go online and see their average consumptions?

Cody Collier, Director of Public Works - September 1, 2019 is when the entire system will go live for all residents.

Councilmember Glockel – inquired if Council will be notified first with advanced training to help with the resident’s questions and concerns?

Cody Collier, Director of Public Works – yes, we will select a few accounts to do a preliminary test for a couple of weeks to work out any bugs in the system before we go live. Once we go live there will be a big media push and information is the key to this system, so we are going to try really hard to get people to understand and utilize the systems information.

Mayor Heidemann – will this tie back into your incentives for water conservations?

Cody Collier, Director of Public Works – unintentionally I believe it will when people are able to see their water usage and see how much water their irrigations systems are using.

Councilmember Henderson – it seems the issues were caused by the manufacturer we had a lot of man hours involved in resolving these issues. Is there any reimbursement for that?

Cody Collier, Director of Public Works – the work on our end to redo was primarily done by RG3 and not the employees. They are committed to do this for us and will continue until the system is done.

Councilmember Henderson- were people billed incorrectly due to these issues and have we adjusted their bills?

Angie Watson, Utility Billing Supervisor – we did have a couple of inaccurate bills that once the issue was found I was able to go back and recalculate them and make everything correct.

2. Receive a presentation on the status of the Public Works Facility remodel and an update on the status of the Phase II project for Public Works and the Fire Department Training Facility.

Cody Collier, Director of Public Works - informed Council they are still in the middle of remodeling the building. They have been focusing all of their time on the interior and we are looking at mid or late May to June to wrap this up so that we can move back into the building. There will be a new additional fire escape due to the previous one led back into the building. The construction is coming along pretty quick.

Phase II is still waiting on the final contract and bonds. The contract was signed today but there

was a clerical issue with their bonds that will be corrected on Monday. Then the contract, bonds, and insurance will all be met and we can move into the Phase II portion that includes the exterior, the shed, the equipment storage facility and the Fire Department training facility.

3. Receive a report, hold a discussion, and give staff direction on the Water and Wastewater Rates.

Lee Ann Bunselmeyer, Finance and Communications Director – presented options to Council from the previous council meeting for seniors and the impact to the residents monthly bill for each option. The current rates are a total of \$44.62 that includes 5,000 gallons of water in the minimum bill and this covers 50 percent of the fixed cost for the city. Option A lowers the fixed cost by 37 percent and brings the base rate to \$32.87. The main shift in this is the 5,000 gallons in the minimum bill is no longer include meaning the resident is charged for gallon one in the bill. Staff made sure there was not impact, negatively or positively, to any senior that used more than 5,000 gallons, so for them there is no impact on their bill. Option B, does away with the city based rate completely. This drops the fixed cost to 35 percent and does not include any gallons in the minimum bill. In essence both options offer an \$11.75 senior discount for Option A and a \$13.35 senior discount for Option B. She discussed the effect each option has on the revenues based on the different billing rate structures. If adopted by council the total amount of lost revenue for Option A is \$ 27,936.00 per year.

Mayor Pro-Tem Burke – There are five years between now and 2023, this will start in 2019, so that \$27,936.00 would equate to a 15 percent increase in deficit over the five years.

Lee Ann Bunselmeyer, Finance and Communications Director – Correct. Option B, if the entire city rate is waived, it not only affects the seniors that use 5,000 or less, but would give a savings to anyone who uses over 5,000 gallons a month equaling \$1.60 in savings a month. Overall the loss in revenue would be \$47,754.00 per year. Just a reminder we looked at this slide and if you implemented Option A, you would be able to absorb that in the current rate structure for this fiscal year, but not for the future years. Staff needs direction from Council on pursuing these options or leaving the rates as they are.

Councilmember Johnson – do we have a commitment with Upper Trinity Regional Water District as far as them changing the rates on us?

Bob Hart, City Manager – we have assumed an increase of 3% a year. UTRWD is still reviewing their numbers and is looking at taking in that \$400 million debt within the next 24 months. They have a little bit of rate stabilization fund and the water development board is buying some of the debt early. It will probably be another year before we have a better handle on it.

Councilmember Johnson – do you have the three percent built in for the next year?

Lee Ann Bunselmeyer, Finance and Communications Director – Yes, for the next five years. Typically for water their rates have increased 1.5 percent a year for the last five years. Waste water has increased a little higher at 3.5 percent. I am confident in what we have budgeted based on the information we know.

Mayor Pro-Tem Burke – inquired on the number of senior accounts impacted.

Lee Ann Bunselmeyer, Finance and Communications Director – approximately 500 accounts impacted with 1,032 senior accounts.

Councilmember Garber – confirmed just under 10 percent of the total accounts are senior accounts.

Councilmember Johnson – suggested adjusting the commercial rates to recover some of these costs. Commercial consumption is a bit more inelastic we can adjust the commercial side to absorb some of this.

Lee Ann Bunselmeyer, Finance and Communications Director – Councilmember Johnson is absolutely correct. Two things, the commercial rates are dipping towards the lower end compared to other cities and the residential is paying more per gallon in the upper tiers than the commercial was. Staff has been doing some analysis and our recommendation is to review the rates and make adjustments to the commercial rates. We believe we could generate about \$300,000 more in revenue and the commercial rates would still be low compared to other cities. This should allow the city to flatten out the residential rates.

Councilmember Garber – my concern is the commercial rates can be adjusted to offset some of this but we still have the \$900,000 deficit in five years that unless we do something, then 90% of our folks will have to pay and we will have to raise our rates on everyone. If we adjust the commercial rates to help out that is still \$127,000 to \$300,000 that now is able to be used to help mitigate the rising cost of water for everyone else.

Lee Ann Bunselmeyer, Finance and Communications Director – you water rates in five years are still okay. It is your wastewater rates that we are running a deficit on and will need adjusted. It is still an increased cost to the residents, but to be clear it is the waste water rates. If we had left the waste water at \$5.60 then we would not have any issues on the wastewater side. In a year or two the city will have to move that back up.

Councilmember Garber – suggested a donation system for residents to donate to a fund to help the underprivileged residents.

Lee Ann Bunselmeyer, Finance and Communications Director – stated staff will go back and research this concept to see if it is a feasible option and will research the options more based on council's comments.

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

Consent Item #4 Discussion:

4. **Consider and act on a Resolution approving the City of Corinth Fund Balance Policy**

Bob Hart, City Manager – When we discussed this at the last meeting, we discussed the general fund and utility fund. We are asking Council to do a substitute resolution to include both the general fund and utility fund.

Lee Ann Bunselmeyer, Finance and Communications Director – We were talking about utility rates and discussed adding the rate stabilization fund and AMP reserve fund. I forgot to put in the general fund reserve fund and a storm drainage fund. This will establish those funds for the AMP

reserve fund for those two operating funds.

Mayor Pro Tem Burke – how would we need to make the motion based off this?

Mayor Heidemann – you will need to pull it off the consent agenda.

Bob Hart, City Manager – and make a motion for the substitute resolution.

Consent Item #5 Discussion:

5. **The Corinth City Council will conduct a public hearing to consider and act upon an amendment to the City’s Unified Development Code, Section 4: Sign and Fence/Screening Regulations subsection 4.02: Fence and Screening Regulations.**

Mayor Pro-Tem Burke – I think this was put back on due to some proposed amendment. I could not tell how that was addressed.

Helen-Eve Liebman, Planning & Development Director – staff did not change the recommendation and staff would like to see the council adopt that the chain link be prohibited in the industrial zoning if it is viewed from a public street. This will be for all new construction. The alternative for the screening option for them instead of a masonry wall could be a decorative metal fence with a live screening that could reach maturity and height for solid screening in two years. If there was a financial hardship exemption it would be too hard to identify and verify the financial hardship.

Councilmember Glockel– section 402.11a, they discuss the fence being six to eight feet in residential areas, I got really hung up in 402.11c when they discuss loading docks. In the 402.11d1, loading docks that can be seen from a collector street must be ten feet. If you have a loading dock in 402.11d2 in residential, the requirement is not ten foot but instead six or eight feet. These three or four subsections are confusing.

Helen-Eve Liebman, Planning & Development Director – explained these items are existing subsections in the ordinance and were not revised by staff.

Consent Item #7 Discussion:

7. **Consider and act on a formal adoption of the Room Rental Policy for City facilities.**

Councilmember Henderson - There were some safety issues mentioned earlier?

Lee Ann Bunselmeyer, Finance and Communications Director – they were repairing the air conditioning on the fire department side and there were a lot of contracts and equipment coming through so we did not want anyone on that side of the building. This is complete and they are finishing on the police side with in the next couple of weeks. There still are some minor construction or repairs that need to be done. We feel this will happen at a time that it will not inconvenience any public use in the area so we are confident in opening it up.

Councilmember Henderson – What if they want to use it during the day, are they not allowed to?

Lee Ann Bunselmeyer, Finance and Communications Director – At this time Police and Fire are struggling with coordinating among themselves and are having to go off site for meetings. It would interfere with their operations, so we allow after hours use.

Councilmember Glockel – the intent was to set up the hall flow so that if someone was using it during the day there was no security, the bathrooms were available etc. That building was built with the concept of that room to allow for day use by the public. Now we are saying we cannot use it at all today. I think this room should be available.

Lee Ann Bunselmeyer, Finance and Communications Director – I cannot speak for the Police and Fire Chief, but I do know that Chief Ross mentioned they have several trainings where they bring all the fire daily crews for trainings and meetings.

Bob Hart, City Manager – when we do our emergency management meetings they are done out there and we bring people from all our facilities. One of the concerns is who takes precedent. Fire will bring people from all three stations. There are a lot of days you could get people back there and not have any issues.

Councilmember Henderson – we have a good school and they chose our city to come to and they need a place to have their meetings and we cannot help them. We have the facility and if no one is using it why would that be an issue.

Bob Hart, City Manager – we could allow that on a case by case basis and make that work, but having a standing schedule could be an issue. If something comes up and we need to have a quick meeting and need that conference room, we could run into an issue.

Councilmember Garber – is it possible to lock it down two days a month?

Lee Ann Bunselmeyer, Finance and Communications Director – we get a lot of request the majority of them are after hours. The requests we get during the day are few and far between. I suggest if we receive a request for the day and it is available we can allow it. The school is the only one that has asked to use it during the day. We did some minor repairs to the Woods building and we offer this up to the sports venues, but an HOA that may not work. If the requests during the day become excessive we can come back to council and readdress it.

Mayor Heidemann recessed the Work Session at 6:50 p.m.

Mayor Heidemann convened into executive session at 6:50 p.m.

CLOSED SESSION

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

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

with the Texas Open Meetings Act.

Council met in closed session from 6:50 p.m. to 7:02 p.m.

A.MCM Contract for Lake Sharon Roadway Extension.

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

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

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

A. Project Daylight

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.

Mayor Heidemann reconvened open session at 7:03 p.m.

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:03 p.m.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019

Title: April 18, 2019 Regular Session

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on minutes from the April 18, 2019 Regular Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the April 18, 2019 Regular Session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the April 18, 2019 Regular Session minutes.

Attachments

Minutes

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

On this the 18th day of April 2019 the City Council of the City of Corinth, Texas met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Members Absent:

None

Staff Members Present

Bob Hart, City Manager
Jerry Garner, Chief of Police
Brenton Copeland, Technology Services Assistant Manager
Helen-Eve Liebman, Planning and Development Director
George Marshall, City Engineer
Ben Rodriguez, Planning Manager
Lee Ann Bunselmeyer, Finance and Administrative Services Director
Chris Rodriguez, Finance Manager
Angie Watson, Utility Billing Supervisor
Jason Alexander, Economic Development Corporation Director
Patricia Adams, Messer, Rockefeller, & Fort
Kim Pence, City Secretary

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

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

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

1. PROCLAMATION:

Mayor Heidemann read into the record the Proclamation for Motorcycle Safety Awareness Month.

CONSENT AGENDA:

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

2. Consider and act on minutes from the March 7, 2019 Workshop Session.

3. Consider and act on minutes from the March 21, 2019 Regular Session.

Councilmember Garber pulled item #4 for discussion.

4. Consider and act on a Resolution approving the City of Corinth Fund Balance Policy.

Bob Hart, City Manager – We are asking Council to do a substitute resolution to include both the general fund and utility fund.

MOTION made by Councilmember Garber to approve the substitute Resolution for the Corinth Fund Balance Policy. Seconded by Councilmember Burke.

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

MOTION CARRIED

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

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

MOTION CARRIED

CITIZEN'S COMMENTS:

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

No one spoke

PUBLIC HEARING

5. The Corinth City Council will conduct a public hearing to consider and act upon an amendment to the City's Unified Development Code, Section 4: Sign and Fence/Screening Regulations subsection 4.02: Fence and Screening Regulations.

Helen-Eve Liebman, Planning and Development Director - Staff is proposing amendments to the City's Screening and Fencing requirements. The changes to the City's Screening and Fencing requirements are to specify that required perimeter screening for residential developments be placed within the required landscape edge and directly adjacent to the thoroughfare and the residential lot or internal street. The intent of this change is to provide an area of green space between the sidewalk and masonry screening walls required for the perimeter of residential subdivisions. Staff is hopeful that this will help mitigate the "canyon effect" while driving down the road between screening walls.

At the planning and Zoning Commission Meeting On January 28, 2019 the Commission continued the public hearing of the item to allow staff additional time to research ownership and maintenance responsibilities for

the walls.

Following this research staff is proposing two options for developers to choose from when constructing the required masonry screening walls.

1. Place the wall in a lot owned and maintained by the home owners association "HOA".
2. Place the wall on the property line on the residential lot adjacent to the landscape buffer. With maintenance responsibility falling on the homeowner.

This provides flexibility for developers to choose whether or not to make these the responsibility of the HOA, if one exists on the development.

Staff is also proposing the addition of a five foot by five foot "5ftx5ft" visibility triangle for back yard fences on alley served lots. The intent of this visibility triangle is to allow for additional visibility for residents backing out of their driveways into the alley.

Additionally, staff is proposing the removal of chain link as an allowed fencing material for industrial uses when visible from the adjacent Right of Way(s).

Finally, staff is proposing amendments so that our Code will comply with state law. Currently our code states that any fence variance requests will go before the Planning and Zoning Commission for approval. However, only a City's Zoning Board of Adjustment has the legal authority to grant variances. The proposed language corrects this oversight.

At the City Council Meeting on March 21, 2019 the item was tabled to allow staff time to research development standards that would prohibit chain link fencing within view from the Right of Way. The ordinance presented tonight will prohibit chain link when visible from the Right of Way. The proposed ordinance allows Industrial uses to utilize decorative metal "wrought iron" fencing with landscaped vegetation to provide a solid screen.

Installed landscaping must provide a solid screen within two years of installation.

At the Planning and Zoning Commission Meeting on February 25, 2018 the Commission voted to unanimously recommend their approval of the proposed changes. With the condition that chain link remain an allowed fencing material for industrial uses.

Staff recommends approval of the item as presented.

Mayor Heidemann opened the Public Hearing at 7:25 p.m. No one spoke during the Public Hearing. Mayor Heidemann closed the Public Hearing at 7:25 p.m.

MOTION made by Councilmember Garber to approve as presented. Seconded by Councilmember Glockel.

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

MOTION CARRIED

6. The Corinth City Council will conduct a public hearing to consider testimony and act upon an amendment to the City's Unified Development Code, Section 2: Zoning, Subsection 2.08: Zoning Dimensional Regulations, 2.08.04 Zoning Dimensional Regulations Chart. (Residential Lot Dimensions & Setbacks).

Helen-Eve Liebman, Planning and Development Director - Staff is proposing amendments to the City's Setback requirements for its residential zoning districts.

The proposed amendments are to bring the City's setback requirements in line with market demands which are gravitating towards reduced setbacks in order to allow for a larger building pad and to reduce the amount of landscaped areas that must be watered and maintained.

Staff is also proposing the incorporation of varying standards within the "MX-D," Mixed Density Residential to account for the varying development types allowed within that district. Ex. Single Family Attached & Single Family Detached.

Additionally, Staff is adding a requirement for garage setbacks, requiring garages be to a minimum of 25 foot setback from the property line regardless of the garage's orientation on the lot. Ex. side, rear, & front entry. Since the placement and orientation of a garage is not always uniform this language will provide clarity to staff and potential applicants.

Finally, staff is proposing changes to the terminology of some items such as removing density from the minimum lot area section and placing it in its own separate section and providing building area percentages to multifamily developments.

At the Planning and Zoning Commission meeting on March 25, 2019 the Commission unanimously recommended their approval of the item.

Staff recommends approval as presented.

Mayor Heidemann opened the Public Hearing at 7:30 p.m. No one spoke during the Public Hearing. Mayor Heidemann closed the Public Hearing at 7:30 p.m.

MOTION made by Councilmember Henderson to approve as presented. Seconded by Councilmember Glockel.

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

MOTION CARRIED

BUSINESS AGENDA:

7. Consider and act on a formal adoption of the Room Rental Policy for City facilities.

Lee Ann Bunselmeyer, Director of Finance - City facilities, specifically the Council Chambers at City Hall, have been for years available for rent by Home Owners Associations at the rate of \$50 per hour (\$75 per hour with any audio/visual needs), available only on Tuesday and Wednesday evenings via a City Manager Directive. City Staff is seeking Council guidance and support in formalizing this into a Council-Approved Policy.

The only notable differences between the previous policy and this new policy is opening up the Large Conference Room at the Public Safety Complex for the same purpose: Home Owners Associations, and providing a cleaning fee (one-time \$100 charge) in the case that an HOA would like to have food at their meeting (PSC only).

This policy would only affect the following rooms: Council Chambers and the Council Workroom in City Hall and the Large Conference Room and attached kitchen in the Public Safety Complex. All other rooms and other City facilities would be unaffected by this policy.

MOTION made by Councilmember Glockel to approve with availability during the day. Seconded by Councilmember Burke.

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

MOTION CARRIED

8. Consider and act on a Resolution nominating one candidate to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District.

No Action Taken.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Councilmember Henderson - would like to add the Fourth of July Parade on the next agenda for discussion. Also, would like to discuss the flooding on Dobbs Road on a future Council agenda.

Councilmember Glockel - would like staff to look into carport style amendments to allow them.

Mayor Heidemann recessed the Regular Session at 7:32 p.m. *See Closed Session.

CLOSED SESSION

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

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

A. MCM Contract for Lake Sharon Roadway Extension

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

Council met in Closed Session from 7:42 p.m. until 8:37 p.m.

A. Project Daylight

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

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

MOTION made by Councilmember Burke to approve Project Daylight and authorize the City Manager to execute all documents necessary to implement the project as discussed in Closed Session. Seconded by Councilmember Johnson.

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

MOTION CARRIED

ADJOURN:

Mayor Heidemann adjourned the meeting at 8:40 P.M.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: Neighbors by Ring Program
Submitted For: Bob Hart, City Manager
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

Consider authorizing the Corinth Police Department to join the "Neighbors by Ring" social media program .

AGENDA ITEM SUMMARY/BACKGROUND

This social media application allows citizens and law enforcement agencies to share information and crime prevention tips as part of a modern-day, digital Neighborhood Watch program. The program is offered for no charge to both citizen users and participating law enforcement agencies. The program has millions of users nationwide and has proven useful in capturing burglars, porch package thieves, and trespassers. Agencies in this area already participating in the program include the Dallas, Frisco, Richardson, and Plano Police Departments. The program allows citizens to share with law enforcement images captured with home cameras, including the increasingly popular doorbell cameras. The agreement signed with the Ring Company specifies that law enforcement cannot receive the images without the citizen's approval.

Ring is a home security provider and an Amazon company.

The Police Department plans to launch the program within the next two weeks. It will be accompanied by a news release and posts on the Department's social media sites.

RECOMMENDATION

Staff recommends approval of the applicaiton.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: Certificate of Occupancy Ordinance
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
Citizen Engagement & Proactive Government

AGENDA ITEM

The Corinth City Council will conduct a public hearing to consider testimony and act upon an amendment to the City’s Unified Development Code, Section 2: Zoning Regulations, Subsection 2.10: Zoning Procedures, 2.10.07 Certificate of Occupancy.

- Staff Presentation
- Public Hearing (Open and Close)
- Response by Staff
- Take Action

AGENDA ITEM SUMMARY/BACKGROUND

Staff is proposing amendments to the City’s Certificate of Occupancy requirements for new and existing commercial structures/uses. Currently, businesses and commercial structures are only required to obtain a Certificate of Occupancy “C/O” when a new commercial structure is built or substantially remodeled, and when a change of use occurs within a building or leased space. Ex. restaurant to office. But a change in tenant that does not result in a change of use does not require a new C/O. Ex. McDonald’s to Burger King.

This makes it difficult for staff to track who is conducting business in a particular location. It also makes it difficult for staff to determine who owns specific commercial structures throughout the City so that the owner could be contacted in the event that there is a fire or other form of emergency regarding the building or property.

Staff is proposing that moving forward whenever a building has changed ownership or a new tenant has taken over a lease space then a new Certificate of Occupancy be required. This will allow our building and fire inspectors to inspect the structure to determine that no improvements will be required prior to the buildings occupancy and that the proposed use is in compliance with the City’s Zoning, Building and Fire ordinances.

Finally, the proposed change will ensure that the City has an up to date point of contact for the structure and any associated tenants.

Staff compared Corinth with many Cities throughout the Metroplex. In our research it was determined that Corinth was the only City not requiring a new Certificate of Occupancy upon a change in ownership or tenant of a commercial building.

Supporting Documents:

- Proposed Ordinance
- Language Comparison
- City Comparison Chart

RECOMMENDATION

At the Planning and Zoning commission meeting on March 25, 2019 the Commission unanimously recommended their approval of the changes as presented.

Staff recommends approval as presented

Attachments

Certificate of Occupancy Ordinance
Proposed Changes
Certificate of Occupancy Comparisons

ORDINANCE NO. 19-05-09-__

CERTIFICATE OF OCCUPANCY PROCEDURES

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE CITY OF CORINTH UNIFIED DEVELOPMENT CODE (“UDC”), BY REPEALING SECTION 2.10.07, “CERTIFICATE OF OCCUPANCY” OF SUBSECTION 2.10 “ZONING PROCEDURES” OF SECTION 2, “ZONING REGULATIONS” OF THE UDC, AND ADOPTING A NEW SECTION 2.10.07 “CERTIFICATE OF OCCUPANCY”; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR VIOLATIONS THEREOF AS MORE SPECIFICALLY SET FORTH HEREIN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City is authorized to adopt regulations governing the development of land within the City and its extraterritorial jurisdiction in the interest of the public health, safety and welfare of its citizens; and

WHEREAS, the City adopted the Unified Development Code (“UDC”) which specifies the requirements necessary to obtain a Certificate of Occupancy; and

WHEREAS, the Planning and Zoning Commission held a public hearing at which persons with interest were provided an opportunity to provide public input and comments and reviewed proposed amendments to existing regulations and procedures for obtaining a Certificate of Occupancy within the City as provided within the UDC; and

WHEREAS, after holding the public hearing, the Planning and Zoning Commission considered the proposal to amend the Zoning Ordinance and voted to amend the procedure for obtaining a Certificate of Occupancy within the City; and

WHEREAS, after holding a public hearing at which persons with interest were provided an opportunity to provide public input and comments, the City Council has reviewed the proposed amendments to the procedures to obtain a Certificate of Occupancy as recommended for approval by the Planning and Zoning Commission and has determined that the incorporated amendments to the UDC are appropriate to aid with ensuring that the structures and associated use are both safe and appropriate; and

WHEREAS, the City Council has determined that the amendments proposed relating to Certificates of Occupancy will be beneficial to the public safety and welfare; and

WHEREAS, upon review and consideration of the foregoing factors, the City Council has determined that the City’s Certificate of Occupancy procedures should be amended as set forth below;

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

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2.
AMENDMENTS**

2.01. That the Comprehensive Zoning Ordinance, being a part of the City of Corinth Unified Development Code, Section 2.10.07 “Certificate of Occupancy”, of Subsection 2.10 “Zoning Procedures”, of Section 2, “Zoning Regulations” is hereby repealed in its entirety and a new Section 2.10.07 “Certificate of Occupancy” of Subsection 2.10 “Zoning Procedures” of Section 2 “Zoning Regulations”, is hereby adopted to be read in its entirety as follows with all other sections of Subsection 2.10, “Zoning Procedures” not specifically amended hereby remaining in full force and effect:

“2.10.07 Certificate of Occupancy

(A) Required. Certificates of occupancy shall be required for any of the following:

- (1) Occupancy and use of a building hereafter erected or structurally altered.
- (2) Change in use of an existing building to a use of a different zoning classification.
- (3) Change in the occupancy and use of land to a use of a different zoning classification.
- (4) Change in any nonconforming use.
- (5) Change in occupant or business within a building.
- (6) Change in ownership of a business.

No such use, or change of use, shall take place until a certificate of occupancy has been issued by the Building Official stating that the building or proposed use of the building or premises complies with the building code, electrical code, plumbing code, and the provisions of the Unified Development Code.

(B) Procedure for new or altered structures. Written application for a certificate of occupancy for a new structure or the alteration of an existing structure shall be made at the same time as the application for a building permit for such a structure. The certificate shall be issued only after the

City has determined that no violations of the UDC or any other regulation or ordinance of the City exists following an inspection by the chief building official and city fire marshal, and that there are no outstanding invoices due to the city.

- (1) A temporary certificate of occupancy, for a period of time not to exceed one hundred and twenty (120) days may be issued by the building official if he/she finds that no substantial hazard will result from occupancy of any portion of the building structure, or suite within a structure prior to its completion. A written request by the applicant must be submitted stating the conditions needing to be completed, the reasons for the delay, and the expected date of compliance. Model homes may receive a temporary certificate of occupancy for the entire length of their use until such time that they are converted into a residential occupancy. The certificate of occupancy shall expire if the City denies the extension request.
- (2) When extenuating circumstances arise, such as extended periods of weather detrimental to construction, a temporary certificate of occupancy may be extended for a period of time not to exceed one hundred and twenty (120) days from the date of approval by the building official. The building official shall make such determination within ten (10) days of the submission of a written request of the applicant detailing the extenuating circumstances responsible for the delay, the steps being taken to expedite the completion of the project and their expected date of completion. The certificate of occupancy shall expire if the City denies the extension request.”

SECTION 3. PENALTY

Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance, the Unified Development Code, or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this Ordinance, the Unified Development Code, or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

SECTION 4. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 5.
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 6.
SEVERABILITY**

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority’s decisions or enactment.

**SECTION 7.
EFFECTIVE DATE**

This Ordinance shall take effect upon its publication as required by law. The City Secretary is directed to publish the caption and penalty of this Ordinance as required by the City Charter and state law.

PASSED AND APPROVED THIS _____th DAY OF _____, 2019.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Andy Messer, City Attorney

Current

2.10.07. - Certificate of Occupancy

- A. Use No building hereafter erected or structurally altered, shall be used, occupied or changed in use until a Certificate of Occupancy has been issued by the Building Official, stating that the building or proposed use of the building or premises complies with the building code, electrical code, plumbing code, and the provisions of these regulations.
- B. Change in Use A change in use shall be construed to mean any change in occupancy or type of business.

Proposed

2.10.07 Certificate of Occupancy

- (A) Required. Certificates of occupancy shall be required for any of the following:
 - (1) Occupancy and use of a building hereafter erected or structurally altered.
 - (2) Change in use of an existing building to a use of a different classification.
 - (3) Change in the occupancy and use of land to a use of a different classification.
 - (4) Change in any nonconforming use.
 - (5) Change in occupant or business within a building.
 - (6) Change in ownership of a business.
- (a) No such use, or change of use, shall take place until a certificate of occupancy has been issued by the city.
- (B) Procedure for new or altered structures. Written application for a certificate of occupancy for a new structure or the alteration of an existing structure shall be made at the same time as the application for a building permit for such a structure. The certificate shall be issued only after the determination is made that no violations of the UDC or any other regulation or ordinance of the city exists following an inspection by the chief building official, and city fire marshal and that there are no outstanding invoices due to the city.
 - (a) A temporary certificate of occupancy, for a period of time not to exceed 120 days may be issued by the building official if he/she finds that no substantial hazard will result from occupancy of any portion of the building structure, or suite within a structure prior to its completion. A written request by the applicant must be submitted stating the conditions needing to be completed, the reasons for the delay, and the expected date of compliance. Model homes may receive a temporary certificate of occupancy for the entire length of their use until such time that they are converted into a residential occupancy.

- (b) When extenuating circumstances arise a temporary certificate of occupancy may be extended for a period of time not to exceed 120 days by the building official upon the submission of a written request detailing extenuating circumstances responsible for the delay, the steps being taken to expedite the completion of the project and their expected date of completion.

City	Change in Ownership	Change in Use	Change in Tenant
Allen	New Application	New Application	New Application
	Inspection (Building and Fire)	Inspection (Building and Fire)	Inspection (Building and Fire)
Coppell	New Application	New Application	New Application
	Inspection (Building and Fire)	Inspection (Building and Fire)	Inspection (Building and Fire)
Corinth	N/A	New Application	N/A
	N/A	Inspection (Building and Fire)	N/A
Denton	New Application	New Application	New Application
	Inspection (Building and Fire)	Inspection (Building and Fire)	Inspection (Building and Fire)
Flower Mound	New Application	New Application	New Application
	Inspection (Building and Fire)	Inspection (Building and Fire)	Inspection (Building and Fire)
Frisco	New Application	New Application	New Application
	Inspection (Building and Fire)	Inspection (Building and Fire)	Inspection (Building and Fire)
Lewisville	New Application	New Application	New Application
	Inspection (Building and Fire)	Inspection (Building and Fire)	Inspection (Building and Fire)
McKinney	New Application	New Application	New Application
	N/A	Inspection (Building and Fire)	Inspection (Building and Fire)
Prosper	New Application	New Application	New Application
	Inspection (Building and Fire)	Inspection (Building and Fire)	Inspection (Building and Fire)
Southlake	New Application	New Application	New Application
	Inspection (Building and Fire)	Inspection (Building and Fire)	Inspection (Building and Fire)

BUSINESS ITEM 7.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: Budget Amendment
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
Finance Review: Yes **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

The current FY 2018-19 City of Corinth Annual Program of Services adopted on September 20, 2018 includes total expenditures of \$267,333 for the Street Maintenance Sales Tax Fund.

The amendment for council consideration is for additional funding for street improvements. The total expenditures added to the Street Maintenance Sales Tax Fund is \$175,000.

RECOMMENDATION

Staff recommends approval of the ordinance approving the budget amendment for street improvements.

Attachments

Budget Amendment

ORDINANCE NO. 19-05-09-___

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

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

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

WHEREAS, the current adopted budget for fiscal year 2018-2019 does not have adequate funding to pay \$175,000 for street improvements; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures to pay an additional \$175,000 for street improvements;

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

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

SECTION I

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

SECTION II

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

One hundred, seventy-five thousand dollars (\$175,000) shall be appropriated into the Expenditures Line Items for the Street Maintenance Sales Tax Fund.

Ordinance No. 19-05-09-____

The City of Corinth Budget and Annual Program of Services is hereby amended to appropriate the sum of **\$175,000** from the unappropriated Fund balance of the Street Maintenance Sales Tax Fund for street improvements. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION IV

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

SECTION V

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

SECTION VI

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

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

SEAL

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Wm. Andrew Messer, City Attorney

BUSINESS ITEM 8.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: 2019 Street Repair Contract Award
Submitted For: Cody Collier, Director **Submitted By:** Cody Collier, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development

AGENDA ITEM

Consider approval of the contract from BMFB Concrete for street repairs, funded from the 1/4 Cent Sales Tax.

AGENDA ITEM SUMMARY/BACKGROUND

On April 9, 2019 sealed bids were opened for the repaving of 2,619 square yards of concrete paving at various locations in Corinth. Seven bids were received as follows:

- BMFB Concrete - \$260,275
- Don Smith Concrete - \$272,245.05
- Level One Paving - \$280,138
- GRod Construction - \$290,337
- SPI Asphalt LLC - \$303,090
- Cam-Crete Contracting - \$343,077
- PaveCon Public Works - \$545,997.67

All locations are concrete paving which show severe structural failures far beyond the capacity of city staff to repair. We have received resident complaints on many of these locations and staff is not capable of performing such large scale pavement repairs with a five-man street department.

\$125,000 was budgeted in the 2019 1/4 Cent Sales Tax fund for street repairs, resulting in a need for a budget amendment. The current fund balance of the 1/4 Sales tax Fund is approximately \$1.2 million and a budget amendment of \$175,000 will be required and requested. This will make the 2019 1/4 Cent Sales Tax street repair budget \$300,000 to cover the present contract repairs. This will allow a balance for 2019 of \$39,725 to address other road failures which may be necessary to repair before the end of the fiscal year.

RECOMMENDATION

Staff recommends award of the contract for the 2019 street repairs to BMFB Concrete in the amount of \$260,275.00 and authorizing the City Manager to execute the agreement.

Attachments

- Bid Tab
 - BMFB Bid
 - Street Repair Bid and Exhibits
 - BMFB Contract and Bond
-

CONCRETE STREET REPAIRS

4/9/2019

				VENDOR		VENDOR		VENDOR	
				BMFB Concrete Contractors LLC		Don Smith Concrete LLC		Level One Paving Inc.	
				Frisco, TX		Midlothian, TX		Sanger, TX	
No.	Description	Qty.	UOM	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (5% maximum)	1	LS	\$12,300.00	\$12,300.00	\$12,964.05	\$12,964.05	\$13,000.00	\$13,000.00
2	1413 Hidden Oaks Circle per specifications	503	SY	\$75.00	\$37,725.00	\$71.00	\$35,713.00	\$82.00	\$41,246.00
3	1501 Knoll Ridge Drive per specifications	154	SY	\$72.00	\$11,088.00	\$71.00	\$10,934.00	\$82.00	\$12,628.00
4	2016 Postwood Court per specifications	115	SY	\$72.00	\$8,280.00	\$71.00	\$8,165.00	\$82.00	\$9,430.00
5	1905 & 1908 Vintage Drive per specifications	201	SY	\$72.00	\$14,472.00	\$71.00	\$14,271.00	\$82.00	\$16,482.00
6	2705 Windstone Way per specifications	10	SY	\$100.00	\$1,000.00	\$71.00	\$710.00	\$82.00	\$820.00
7	2803 & 2903 Goodnight Trail & 2508 & 2512 Whetstone Drive per specifications	1,098	SY	\$72.00	\$79,056.00	\$71.00	\$77,958.00	\$82.00	\$90,036.00
8	2415 Beckley Court per specifications	86	SY	\$72.00	\$6,192.00	\$71.00	\$6,106.00	\$82.00	\$7,052.00
9	3308 Sparta Drive per specifications	99	SY	\$72.00	\$7,128.00	\$71.00	\$7,029.00	\$82.00	\$8,118.00
10	1228 Ballycastle Lane per specifications	353	SY	\$72.00	\$25,416.00	\$71.00	\$25,063.00	\$82.00	\$28,946.00
11	Demolition, removal, & haul-off of al removed concrete pavement to dump site not provided by Corinth	2,619	SY	\$22.00	\$57,618.00	\$28.00	\$73,332.00	\$20.00	\$52,380.00
TOTAL BASE BID					\$260,275.00		\$272,245.05		\$280,138.00
Estimated completion time after receipt of Notice to Proceed (days)				60 days		60 days		60 days	
Signed proposal				Yes		Yes		Yes	
Bid Bond				Yes		Yes		Yes	
Addendum #1				Yes		Yes		Yes	

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

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

CONCRETE STREET REPAIRS

4/9/2019

				VENDOR		VENDOR		VENDOR		VENDOR	
				GRod Construction		SPI Asphalt LLC		Cam-Crete Contracting Inc.		PaveCon Public Works	
				Boyd, TX		Justin, TX		Cedar Hill, TX		Grand Prairie, TX	
No.	Description	Qty.	UOM	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.	Unit Price	Extended Amt.
1	Mobilization (5% maximum)	1	LS	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00	\$16,300.00	\$16,300.00	\$26,000.00	\$26,000.00
2	1413 Hidden Oaks Circle per specifications	503	SY	\$72.00	\$36,216.00	\$95.00	\$47,785.00	\$98.00	\$49,294.00	\$165.90	\$83,447.70
3	1501 Knoll Ridge Drive per specifications	154	SY	\$110.00	\$16,940.00	\$95.00	\$14,630.00	\$102.00	\$15,708.00	\$165.90	\$25,548.60
4	2016 Postwood Court per specifications	115	SY	\$115.00	\$13,225.00	\$95.00	\$10,925.00	\$102.00	\$11,730.00	\$165.90	\$19,078.50
5	1905 & 1908 Vintage Drive per specifications	201	SY	\$110.00	\$22,110.00	\$95.00	\$19,095.00	\$102.00	\$20,502.00	\$165.90	\$33,345.90
6	2705 Windstone Way per specifications	10	SY	\$350.00	\$3,500.00	\$95.00	\$950.00	\$300.00	\$3,000.00	\$165.90	\$1,659.00
7	2803 & 2903 Goodnight Trail & 2508 & 2512 Whetstone Drive per specifications	1,098	SY	\$75.00	\$82,350.00	\$95.00	\$104,310.00	\$98.00	\$107,604.00	\$165.90	\$182,158.20
8	2415 Beckley Court per specifications	86	SY	\$150.00	\$12,900.00	\$95.00	\$8,170.00	\$102.00	\$8,772.00	\$165.90	\$14,267.40
9	3308 Sparta Drive per specifications	99	SY	\$110.00	\$10,890.00	\$95.00	\$9,405.00	\$102.00	\$10,098.00	\$165.90	\$16,424.10
10	1228 Ballycastle Lane per specifications	353	SY	\$88.00	\$31,064.00	\$95.00	\$33,535.00	\$98.00	\$34,594.00	\$165.90	\$58,562.70
11	Demolition, removal, & haul-off of al removed concrete pavement to dump site not provided by Corinth	2,619	SY	\$18.00	\$47,142.00	\$15.00	\$39,285.00	\$25.00	\$65,475.00	\$33.03	\$86,505.57
TOTAL BASE BID					\$290,337.00		\$303,090.00		\$343,077.00		\$546,997.67
	Estimated completion time after receipt of Notice to Proceed (days)			60 days		60 days		60 days		60 days	
	Signed proposal			Yes		Yes		Yes		Yes	
	Bid Bond			Yes		Yes		Yes		Yes	
	Addendum #1			Yes		Yes		Yes		Yes	

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

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



**PHILADELPHIA
INSURANCE COMPANIES**

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

BMFB Concrete Contractors LLC

of 9367 Aristocrat Ln Frisco TX 75033

(hereinafter called the Principal), and PHILADELPHIA INDEMNITY INSURANCE COMPANY, with its principal office at One Bala Plaza, Suite 100 in the City of Bala Cynwyd, Pennsylvania (hereinafter called the Surety), as Surety, are held and firmly bound unto **the City of Corinth**

of 3300 Corinth Parkway, 2nd Floor, Corinth TX 76208

(hereinafter called the Obligee) in the penal sum of

Five Percent (5%) of the total bid of \$350,000

Dollars \$ 17,500.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated April 9, 2019 for

Concrete Street Repair #1126

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: April 9, 2019

BMFB Concrete Contractors LLC

(Principal)

By: 

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: 

Gary T. Eastman

Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

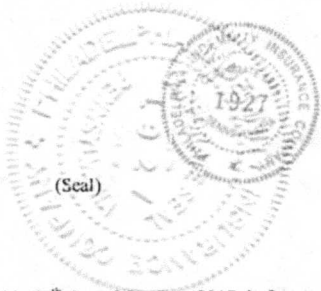
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Gary Eastman of The Eastman Agency dba Swiftbonds**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

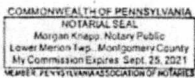
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of April, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



ADDENDUM #1

INVITATION TO BID

CITY OF CORINTH

March 20, 2019

Concrete Street Repairs

BID #1126

PROPOSALS DUE:

TUESDAY, APRIL 9, 2019 2:00 PM CST

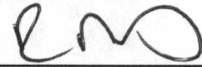
ADDENDUM #1

Addendum to be returned with Proposal

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

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

This form shall be signed and returned with your proposal.

Name: Robert Bounds
Signature: 
Company: BMFB Concrete
Title: Owner
Date: 4/9/19

The following are the responses to the questions received, which we have answered in red.

1. In the sections outlined, does it include curb and gutter when the entire road section is highlighted? (Exhibit 1)

Yes.

2. Does exhibit 2 include a ramp? Also curb and gutter?

Yes.

3. Is Exhibit 5 curb and gutter only?

Yes.

4. Exhibit 6 includes panels, curb and gutter, and driveway approaches?

Yes.



APPENDIX A

SUBMITTAL FORMS

**The attached forms shall be completed
and returned with bid submittal**

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

BID PROPOSAL

Corinth, Texas

April 9th, 2019

PROPOSAL OF: BmFB Concrete Contractors LLC

TO: CITY OF CORINTH

PROPOSAL FOR: **BID #1126 CONCRETE STREET REPAIRS**

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids, if applicable.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 60 calendar days, excluding weekends and holidays, from the day of the notice to proceed. The date established for the start of work will be not less than ten (10) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	March 20 2019	[Signature]
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,

By [Signature]

Attested By: _____

Robert Bonds - Owner
(Print Name and Title)

BmFB Concrete Contractors

9367 Aristocrat Ln

Plisco TX 75033
Address

Secretary _____

(SEAL) If Bidder is a Corporation

NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	LS	Mobilization (5% maximum) Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ 12,300 ⁰⁰	\$ 12,300 ⁰⁰
2	503 sq. yd.	1413 Hidden Oaks Circle Complete in place, the sum of, _____ Dollars and _____ Cents per SY	75	37,725 ⁰⁰
3	154 sq. yd.	1501 Knoll Ridge Drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ 72	\$ 11,088 ⁰⁰
4	115 sq. yd.	2016 Postwood Court Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ 72	\$ 8,280 ⁰⁰
5	201 sq. yd.	1905 & 1908 Vintage drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY	72	14,472 ⁰⁰
6	10 sq. yd.	2705 Windstone Way Complete in place, the sum of, _____ Dollars and _____ Cents per SY	100	1,000 ⁰⁰
7	1,098 sq. yd.	2803 & 2903 Goodnight Trail and 2508 & 2512 Whetstone Drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY	72	79,056 ⁰⁰

In case of calculation error, unit pricing shall prevail.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
8	86 sq. yd.	2415 Beckley Court Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>72</u>	\$ <u>6192.00</u>
9	99 sq. yd.	3308 Sparta Drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>72</u>	\$ <u>7128.00</u>
10	353 sq. yd.	1228 Ballycastle Lane Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>72</u>	\$ <u>25,416.00</u>
12	2,619 sq. yd.	Demolition, removal, and haul-off of all removed concrete pavement to dump site NOT provided by Corinth Complete, in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>22</u>	\$ <u>57,618.00</u>
		Total bid price in words: Complete in place, the sum of, <u>Two Hundred Sixty</u> <u>Thousand Two Hundred Seventy Five</u> Dollars and <u>zero</u> Cents	TOTAL BID	\$ <u>260,275.00</u>
Estimated completion time after receipt of Notice to Proceed <u>60</u> days				

In case of calculation error, unit pricing shall prevail.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident vendors in _____ (give state), our principal place of business, are required to be percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas:

BIDDER:

BMPB Concrete
Company

Contractor Llc
9367 Arbocrat Ln
FRISCO TX 75033
City State Zip

972-670-6368
Phone

972-767-3814
Fax

bobby@bmpbconcrete.com
Email

By: Robert Bounds
(please print)

Signature: RBO

Title: President/owner
(please print)

THIS FORM MUST BE RETURNED WITH YOUR BID

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project
(Resold to the Owner as defined in Tax Code) \$ _____

All other charges and costs \$ _____

Total * \$ _____

* The total must equal the total amount of the Contract.

CONTRACTOR:

BMFBC concrete contractors

Company (please print)

9367 Aristocrat Ln

Address

FRISCO TX 75033

City State Zip

972-670-0368

Phone

972-767-3814

Fax

bobby@bmfbcconcrete.com

Email

By: LM

(signature of authorized person)

Title: President/owner

THIS FORM SHALL BE EXECUTED AT TIME OF EXECUTION OF CONTRACT AND MADE A PART OF THE CONTRACT.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

COOPERATIVE PURCHASING

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

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

Yes No

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

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

VENDOR REFERENCES

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: Tiseo Paving Company
LOCATION: 421 U.S. 80 Frontage Rd. Mesquite TX 75150
CONTACT PERSON AND TITLE: Shane Pate - Superintendent
TELEPHONE NUMBER: 972-289-0723
SCOPE OF WORK: Paving
CONTRACT PERIOD: 2016 - Present

REFERENCE TWO

GOVERNMENT/COMPANY NAME: Four Star Excavation
LOCATION: 6825 Levelland Rd. Dallas TX 75252
CONTACT PERSON AND TITLE: Antonio Evangelista - owner
TELEPHONE NUMBER: 972-930-9838
SCOPE OF WORK: Paving & structures
CONTRACT PERIOD: 2016 - Present

REFERENCE THREE

GOVERNMENT/COMPANY NAME: Elite Landscape
LOCATION: 1335 Blue Lake DR. Frisco TX 75033
CONTACT PERSON AND TITLE: Chris Thompson - owner
TELEPHONE NUMBER: 972-670-0553
SCOPE OF WORK: Paving
CONTRACT PERIOD: 2016 - Present

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BMFB Concrete Contractors LLC
Frisco, TX United States

Certificate Number:
2019-473987

Date Filed:
04/09/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corinth Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#1126
Concrete Construction Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Robert Bounds - BMFB concrete contractors, and my date of birth is 1-13-69.

My address is 9367 Aristocrat Ln, FRISCO, TX, 75033 Denton
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 9th day of April, 2019.
(month) (year)

RND
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

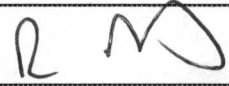
Yes No

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

Yes No

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

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

7 

Signature of vendor doing business with the governmental entity

4/9/19

Date

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

CONTRACT AGREEMENT AND BONDS

STATE OF TEXAS §
§
COUNTY OF _____ §

THIS AGREEMENT, made and entered into this _____ day of _____ A.D. 20____, by
and between CITY OF CORINTH of the County of DENTON and State of Texas, acting through
Corinth City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER,
and _____, a _____ of the City of _____, County of _____
_____ and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Bid #1126 – Removal and repaving of approximately 2,619 square yards of failed concrete. All repaving will require subgrade backfill, proper compaction and paved with 3,500 psi concrete compliant with the Public Works Construction Standards North Central Texas 5th Edition 2017. Two-way traffic must be maintained, and work zones must comply with TMUTCD standards. Work must be completed within 60 calendar days, excluding weekends and holidays, from the date of notice to proceed.

All extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, the Supplementary Conditions, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, the Performance and Payment Bonds, and Maintenance Bond all attached hereto.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General and Supplementary Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Supplementary Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

ATTEST:

Party of the First Part, OWNER
By _____
Signature

Name and Title
(Please type or print)

Date

(SEAL)

ATTEST:

CONTRACTOR

Party of the Second Part,
By _____
Signature
Robert Bounds / President
Name and Title
(Please type or print) owner

Date
4-9-2019

(SEAL)



INVITATION TO BID FOR CONCRETE STREET REPAIRS

BID #1126
CITY OF CORINTH, TEXAS

IMPORTANT DATES:

ITB Issue Date:	Tuesday, March 12, 2019
ITB Publication Dates:	Tuesday, March 12, 2019 & Tuesday, March 19, 2019
Questions Deadline:	Tuesday, March 26, 2019 @ 10:00 AM CST
Bid Due Date and Time:	Tuesday, April 9, 2019 @ 2:00 PM CST
Anticipated Contract Effective Date:	April 18, 2019

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

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

Delivery & Mailing Address:

City of Corinth
Attn: Purchasing Agent
3300 Corinth Parkway, 2nd Floor
Corinth, Texas 76208

Bid Contact:

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

Sealed bids shall be clearly marked “**BID #1126 CONCRETE STREET REPAIRS**” Do not open until 2:00 PM, **APRIL 9, 2019**; and include the bidder’s name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal Forms. **All forms in Appendix A must be completed, signed and returned with the bid.**

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

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

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

The City appreciates your time and effort in preparing a response. **Please note that sealed bids must be received by the due date and time shown above.** Bids received later than the date and time above will be returned unopened, and will not be considered. The City does not accept oral, telephone, faxed or electronic bids. **Bids submitted orally, by phone, fax or electronically will be disqualified and will not be considered in the evaluation process.** Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

DESCRIPTION

City of Corinth concrete street repairs per Exhibits 1-9 at the following locations:

Cover page with all areas

1413 Hidden Oaks Cir. – Exhibit 1

1501 Knoll Ridge – Exhibit 2

2016 Postwood Ct. – Exhibit 3

1905 Vintage Dr. & 1908 Vintage Dr. – Exhibit 4

2705 Windstone Way – Exhibit 5

2803 Goodnight Trl. & 2903 Goodnight Trl. – Exhibit 6

2508 Whetstone Dr. & 2512 Whetstone Dr. – Exhibit 6

2415 Beckley Ct. – Exhibit 7

3308 Sparta Dr. – Exhibit 8

1228 Ballycastle Ln. – Exhibit 9

This project is to be completed in 60 calendar days, excluding weekends and holidays, from the date of the notice to proceed. Work will be completed per the following details and specifications.

- Removal and repaving of approximately 2,619 square yards of failed concrete. All repaving will require subgrade backfill, proper compaction and paved with 3,500 psi concrete compliant with the Public Works Construction Standards North Central Texas 5th Edition 2017.
- Concrete designated for repair must be saw cut to a minimum of ¼ panel replacement only. There will be no finished patch permissible which is less than ¼ of an entire panel. Driveway approaches shall be no less than ½ of the entire approach for replacement.
- Concrete street repairs shall be full depth repairs only. No patching or skim coats are permissible. All concrete repairs shall be to a depth equal of the surrounding pavement. In most cases, concrete streets are 8" in depth. Driveway approaches shall be at a depth of 6".
- All street repairs must be made utilizing #4 rebar spaced with a maximum of 18" centers. Rebar shall be doweled into solid structural cement to a 2" depth minimum. Rebar chairs shall be installed to prevent the steel from collapsing under the weight of the wet concrete and providing no structural support. Driveway approaches shall be at a depth of 6" with #3 rebar at 12" centers. Gutter lines will be poured to grade to allow proper drainage.
- Expansion joints shall be provided for repairs exceeding 20' in length. Saw joints or cold joints shall be provided for intersecting joints or angles in pavement. Saw joints shall be cut to a depth of ¼". Expansion joints shall be either redwood or fiber composite board to prevent decay,
- Curbs shall be monolithic design 6" in height and two strands of #3 rebar inside the curb.
- Finished grade or pavement surface must have a broom finish to provide traction for motorist.
- Upon completion, forms are to be removed, area backfilled with top soil, any irrigation repairs are to be made if necessary and replaced with sod if necessary.
- Dimensions, approximately 2,619 Square yards of concrete for repair. Contractor is responsible for verifying actual amount.
- Continuous two-way traffic must be maintained throughout the project. Proper signage, lane closure, and lane tapers for the project will be required and must meet the standards of the TMUTCD. Pavement reconstruction shall be in accordance with the Public Works Construction Standards North Central Texas 5th Edition 2017.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

1. INSTRUCTIONS TO BIDDERS

1.01 QUALIFICATIONS OF BIDDERS

- A. Submit documentation within five (5) days of Owner's request to demonstrate that the Contractor is qualified by experience and capability to successfully construct the project within the Contract Time and for the Contract Amount. Include the following information:
1. Qualifications and experience of the Bidders, including key personnel to be assigned to the project.
 2. Qualifications and experience of Subcontractors.
 3. Qualifications of manufacturers proposed to furnish the principal items of material or equipment.
 4. Previous experience with public contracts and present reference contacts.
 5. List of available equipment.
 6. Evidence of authority to conduct business in the jurisdiction where the project is located.

1.02 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Examine Contract Documents, make observations and investigations, correlate knowledge and observations with the requirements of the Contract Documents and consider these in preparation of a bid for the project.
1. Read the Contract Documents data and reports thoroughly. Use a complete set of Contract Documents in preparing Bids. Assume responsibility for errors or misinterpretations resulting from the use of partial or incomplete contract documents.
 2. Visit the site to become familiar with general, local and site conditions that may affect cost, progress or performance of the work in any manner.
 3. Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost, progress or performance of the work.
- B. Acknowledge sole responsibility for job site safety by the submission of a Bid for this project.

1.03 INTERPRETATIONS

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

1.04 BID SECURITY

- A. Submit a bid security in the amount of five (5%) percent of the amount of the maximum total bid as a guarantee that the Bidder will promptly enter into a Contract and execute Performance, Payment and Maintenance Bonds on the forms included in the Contract Documents if awarded the contract.
- B. Acceptable Bid security are:
1. Certified or cashier's check made payable to the Owner.
 2. An approved Bidder's Bond underwritten by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
- C. Bid securities will be returned to bidders when the contract award is made or bids are rejected.

1.05 CONTRACT TIME

This project is to be completed within 60 calendar days, excluding weekends and holidays, from the date of the notice to proceed. Liquidated damages are set forth in the Supplementary Conditions.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

1.06 BID FORM

- A. Submit bids on the Bid forms provided with the Contract Documents for each contract Bid. Include supplemental data to be furnished in the same sealed envelope with Proposal.
- B. Bid forms must be completed in ink or electronic bid forms will be provided upon request. The Bid price of each item on the form must be stated in words and numerals. Words take precedence in case of a conflict.
- C. Execute bids by corporations in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. Affix the corporate seal and attest by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Execute bids by partnerships in the partnership name. Forms are to be signed by a partner. Print the name below the signature. Write the title of the Partner and show the official address of the partnership shown below the signature.
- E. Acknowledge receipt of all Addenda on the bid form by signing beside the Addenda number. The contractor must acknowledge receipt of Addenda on sealed bid envelope.

1.07 SUBMISSION OF BIDS

Submit bids at the time and place indicated in the Invitation for Bids. Submit bids in a sealed envelope, marked with the Project title and name and address of the Bidder. Include the bid security and other required documents in the envelope. The City does not accept oral, telephone, faxed or electronic bids. The City will reject late proposals.

1.08 MODIFICATION AND WITHDRAWAL OF BIDS

Modify or withdraw bids by submitting an appropriate document executed in the manner that a Bid must be executed. Deliver the modification or withdrawal to the place where Bids are to be submitted at any time prior to the opening of Bids.

1.09 OPENING OF BIDS

- A. Bids will be opened as indicated in the Invitation for Bids.
- B. All Bids shall remain open for the period of time set forth in the Invitation for Bids, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

1.10 AWARD OF CONTRACT

- A. Owner may reject Bids, waive formalities, or disregard nonconforming, conditional Bids or counter proposals.
- B. Owner may consider the following in evaluating the bids and awarding the contract:
 - 1. Contractor's qualifications and ability to demonstrate current capability to complete the project in conformance with the requirements of the contract documents.
 - 2. Compliance of the Bids with requirements of the Contract Documents
 - 3. Alternates and unit prices if requested in the bid forms.
 - 4. The amount bid.
- C. The contract will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project if a contract is to be awarded.

1.11 EXECUTION OF CONTRACT

- A. The successful Bidder must execute the formal Contract Agreement and required Bonds on the forms prepared and submitted by the Owner within fifteen (15) days after the Notice of Award.
- B. A Notice to proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

1.12 WAGE RATES

Contractors for this Project must comply with prevailing wage rates as defined by the United States Department of Labor Davis and Bacon Wage Determination at <http://www.wdol.gov/dba.aspx>.

1.13 BONDS

Performance, Payment, and Maintenance Bonds are required for this project and shall be provided in accordance with the General Conditions.

1.14 SALES TAXES

The Owner qualifies as an exempt agency as defined by the statutes of the State of Texas. Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

1.15 INSURANCE

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

2. INSURANCE REQUIREMENTS

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

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

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
 3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- D. **Acceptability of Insurers**: The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage**: Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request**. Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1 must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

2.1 CONSTRUCTION SERVICES REQUIREMENTS

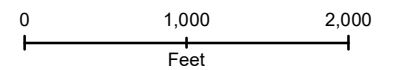
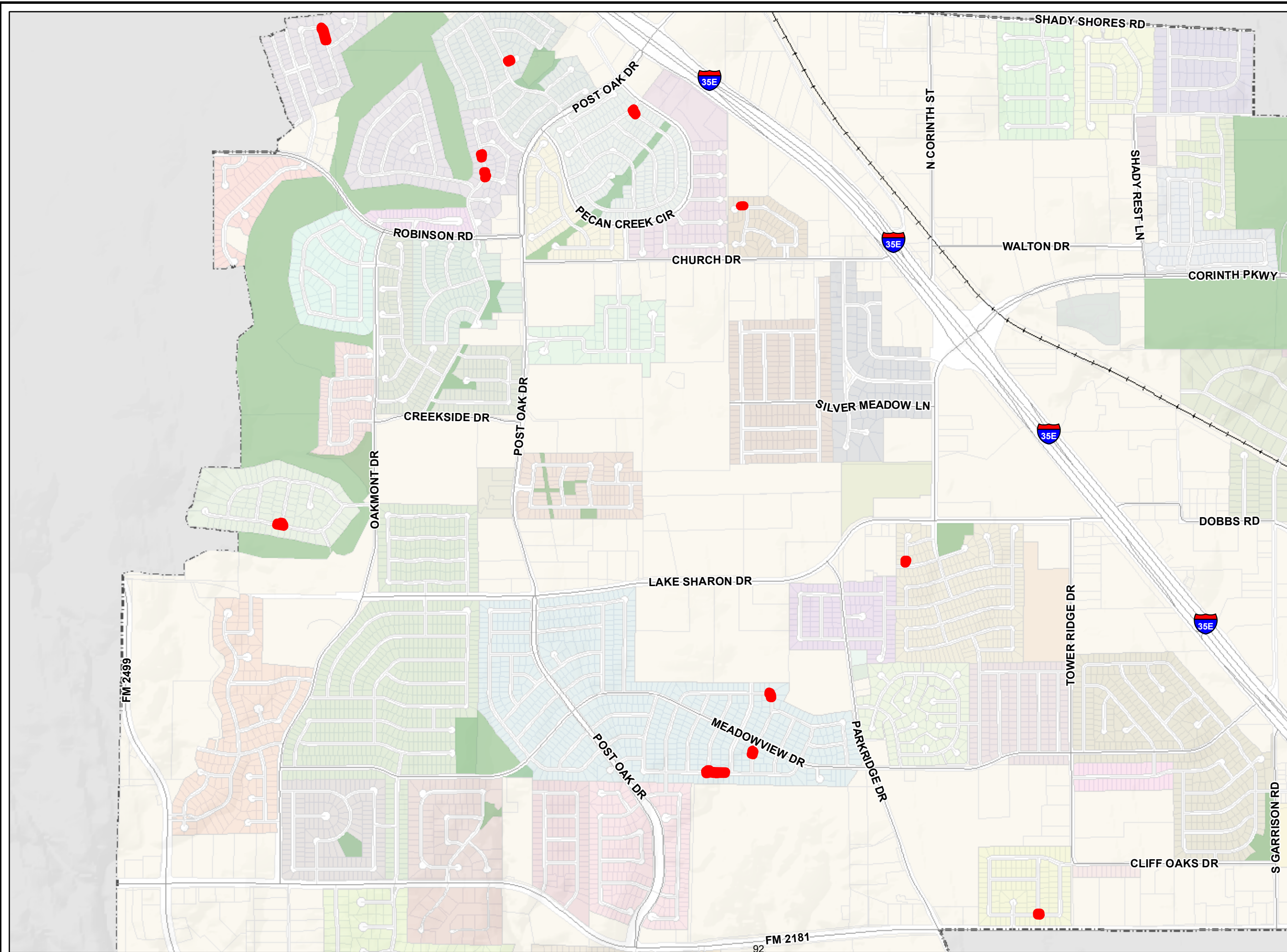
- A. **Definition**: Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.
- B. **Minimum Limits of Insurance**:
1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 2.A.1.
 2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
 3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
- C. **Additional Insurance Coverage**: The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.
1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
 2. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.



Concrete Repair

Cover Page

Legend



1 inch = 1,187 feet



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Exhibit 1

503 sqyd

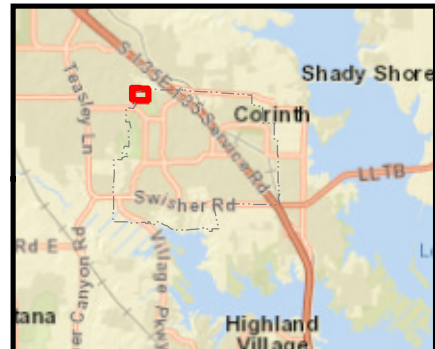
Legend

 Repair Area



0 110 220
Feet

1 inch = 125 feet



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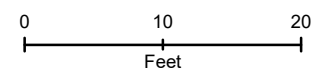




Exhibit 2

154 sqyd

Legend



1 inch = 14 feet



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Exhibit 3

115 sqyd

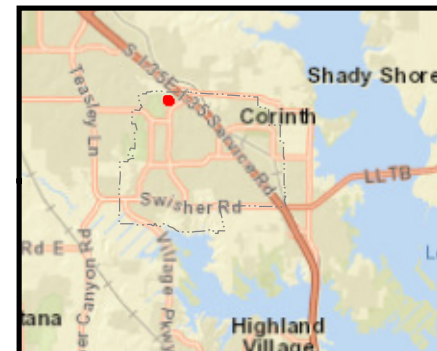
Legend

 Repair Area



0 25 50
Feet

1 inch = 32 feet



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Exhibit 4

201 sqyd

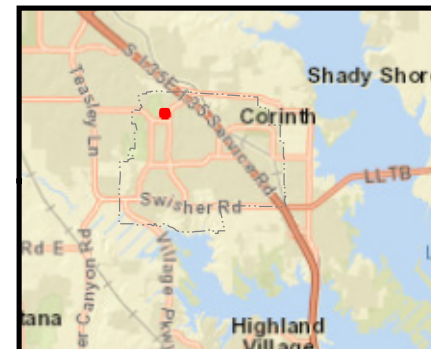
Legend

 Repair Area



0 37.5 75
Feet

1 inch = 44 feet



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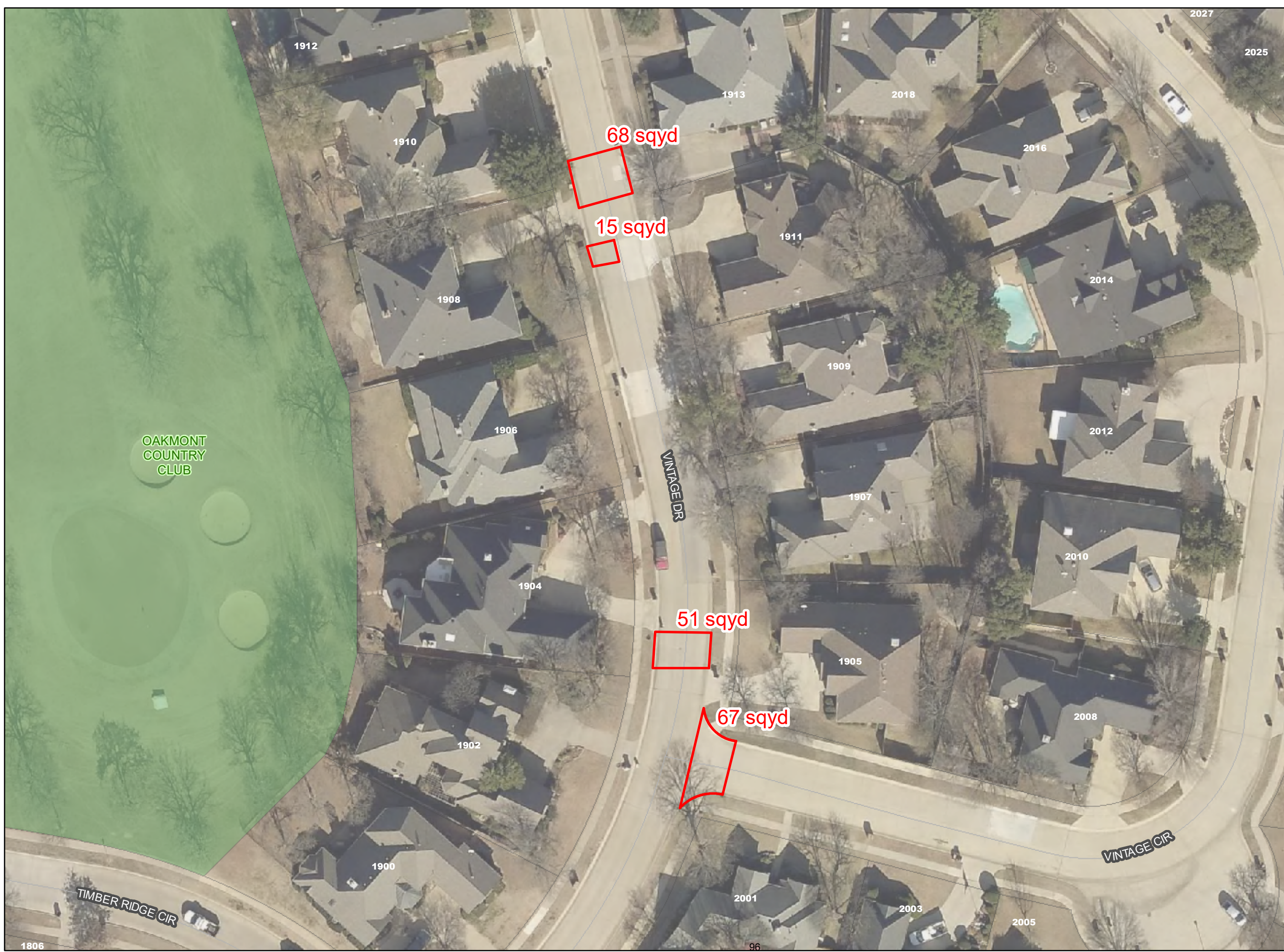





Exhibit 5

10 sqyd

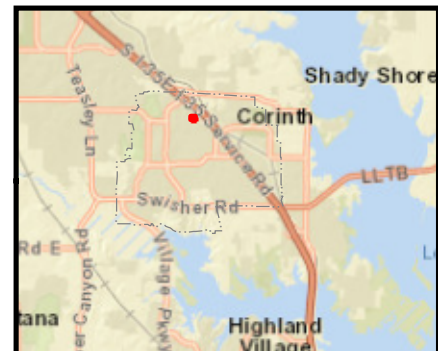
Legend

 Repair Area



0 25 50
Feet

1 inch = 33 feet



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Exhibit 6

1098 sqyd

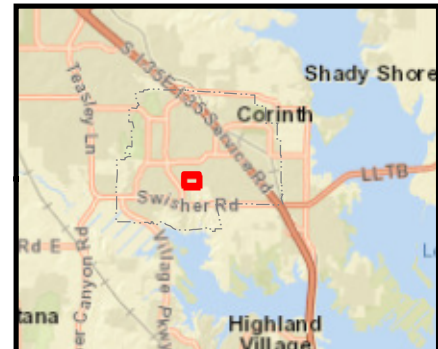
Legend

Repair Area



0 100 200
Feet

1 inch = 119 feet



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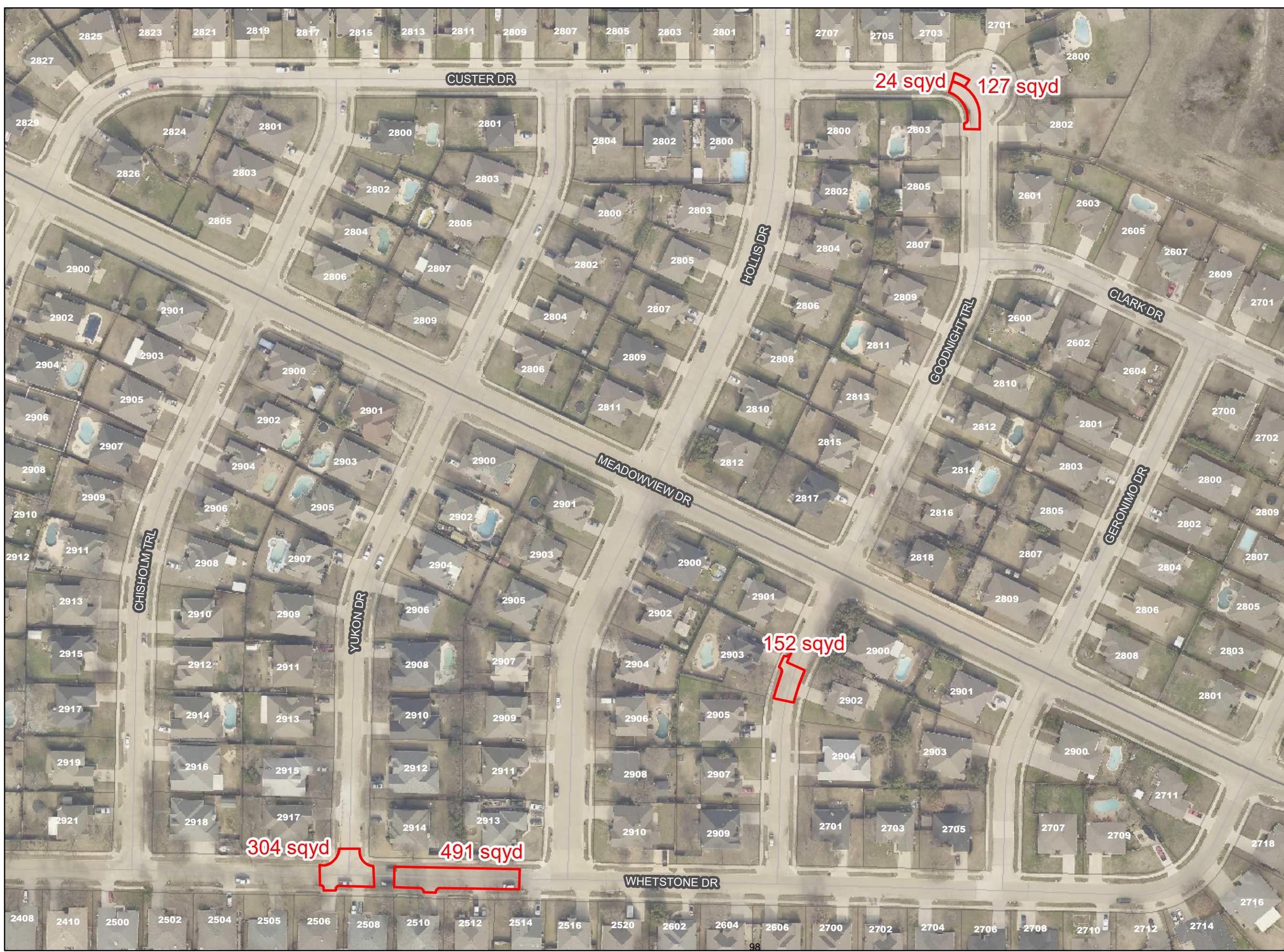




Exhibit 7

86 sqyd

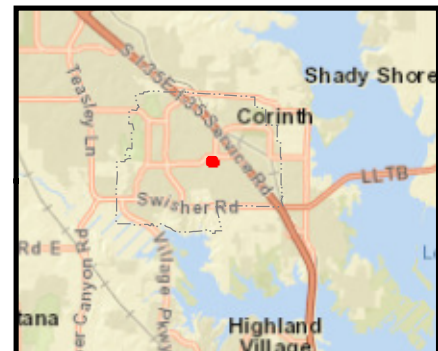
Legend

 Repair Area



0 40 80
Feet

1 inch = 49 feet



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Exhibit 8

99 sqyd

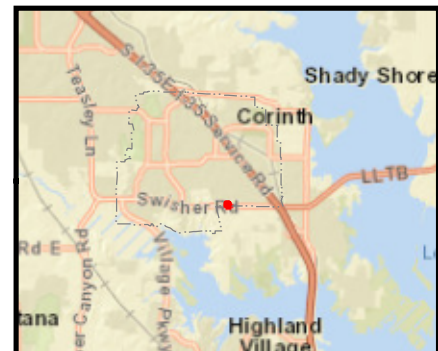
Legend

 Repair Area



0 15 30
Feet

1 inch = 22 feet



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Exhibit 9

353 sqyd

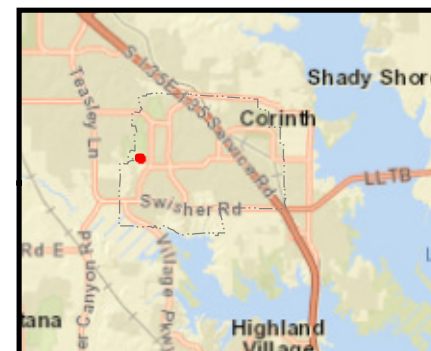
Legend

 Repair Area



0 30 60
Feet

1 inch = 35 feet



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CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

STANDARD TERMS AND CONDITIONS

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

- A. ADDENDA:** Any interpretations, corrections or changes to this Invitation to Bid or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <http://www.cityofcorinth.com/Bids.aspx>. It is the responsibility of the Bidder to check the website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.
- B. ADVERTISING:** The successful bidder shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
- C. ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
- D. ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
- E. AWARD:** The City reserves the right to award by line item, section, or by entire bid; whichever is most advantageous to the City, unless denied by the bidder.
- F. BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the bidder is bidding exact item specified. Successful bidder will not be allowed to make unauthorized substitutions after award.
- G. CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
- H. COMMUNICATION:** The successful bidder shall direct all contact with the City through the Contract Administrator identified in the Contract. The Bidder will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
- I. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
- J. CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
- K. CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.
- L. CONTRACT ENFORCEMENT:**
 - 1. The City reserves the right to enforce the performance of any contract that results from an award of this Invitation to Bid. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another bidder, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
 - 2. Bidders who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

3. Any notice provided by this Invitation to Bid (or required by law) to be given to the successful Bidder by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address provided in the bid proposal; this shall not prevent the giving of actual notice in any other manner.
4. The successful Bidder and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this Bid and the UCC, the Bid will control.

M. DELIVERY:

1. Delivery date is important to the City and may be required to be a part of each bid. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.
2. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Bidder's expense.
3. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
4. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

N. ETHICS: The Bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.

O. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this Bid will be considered for award. Bidders taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

P. FELONY CRIMINAL CONVICTIONS: The Bidder represents and warrants that neither the Bidder nor the Bidder's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Bidder has fully advised the City as to the facts and circumstances surrounding the conviction.

Q. FORCE MAJEURE: *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Bidder nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

R. INDEMNITY AGREEMENT: The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- S. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- T. LATE SUBMITTALS:** The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Bidder is responsible for ensuring that packets are delivered to the Purchasing Office. Bidders may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3244.
- U. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's financial responsibility. A prospective respondent must meet the following requirements:
- a. Have adequate financial resources or the ability to obtain such resources.
 - b. Be able to comply with the instructions, specifications, terms and conditions.
 - c. Have a satisfactory record of performance.
 - d. Have a satisfactory record of integrity and ethics.
 - e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.
- V. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Bidder agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.
- W. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- X. PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the City from claims involving infringements of patents and/or copyrights.
- Y. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- Z. PRICES HELD FIRM:**
1. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
 2. If during the life of the contract, the successful Bidder's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
- AA. PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Bidder. The purchase order number must appear on all itemized invoices.
- BB. QUANTITIES:** Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid price. Individual purchase orders will be issued on an as-needed basis.
- CC. REFERENCES:** The City requests each Bidder to supply, with its bid, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Bidder. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

DD. RELEASE OF INFORMATION AND PUBLIC INSPECTION: After sealed bids have been opened, this bid is open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the bid opening.

EE. REQUIRED DOCUMENTATION: In response to this invitation to bid, all documentation required by this bid must be provided.

FF. SALES TAX: The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.

GG. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

HH. SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

II. SUBCONTRACTORS: The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.

JJ. TAX/DEBT ARREARAGE: The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.

KK. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.

LL. TERMINATION OF CONTRACT: The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.

MM. TRAVEL AND DIRECT CHARGES: The City shall not compensate the Bidder for any travel costs incurred in delivery of services under the contract.

NN. VENUE: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.

OO. WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.



APPENDIX A

SUBMITTAL FORMS

**The attached forms shall be completed
and returned with bid submittal**

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

BID PROPOSAL

Corinth, Texas
_____, 2019

PROPOSAL OF: _____

TO: CITY OF CORINTH

PROPOSAL FOR: **BID #1126 CONCRETE STREET REPAIRS**

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids, if applicable.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 60 calendar days, excluding weekends and holidays, from the day of the notice to proceed. The date established for the start of work will be not less than ten (10) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,

By _____

Attested By:

(Print Name and Title)

Secretary

Address

(SEAL) If Bidder is a Corporation

NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	LS	Mobilization (5% maximum) Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ _____	\$ _____
2	503 sq. yd.	1413 Hidden Oaks Circle Complete in place, the sum of, _____ Dollars and _____ Cents per SY		
3	154 sq. yd.	1501 Knoll Ridge Drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ _____	\$ _____
4	115 sq. yd.	2016 Postwood Court Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ _____	\$ _____
5	201 sq. yd.	1905 & 1908 Vintage drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY		
6	10 sq. yd.	2705 Windstone Way Complete in place, the sum of, _____ Dollars and _____ Cents per SY		
7	1,098 sq. yd.	2803 & 2903 Goodnight Trail and 2508 & 2512 Whetstone Drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY		

In case of calculation error, unit pricing shall prevail.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
8	86 sq. yd.	2415 Beckley Court Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ _____	\$ _____
9	99 sq. yd.	3308 Sparta Drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ _____	\$ _____
10	353 sq. yd.	1228 Ballycastle Lane Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ _____	\$ _____
12	2,619 sq. yd.	Demolition, removal, and haul-off of all removed concrete pavement to dump site NOT provided by Corinth Complete, in place, the sum of, _____ Dollars and _____ Cents per SY	\$ _____	\$ _____
		Total bid price in words: Complete in place, the sum of, _____ Dollars and _____ Cents	TOTAL BID	\$ _____
Estimated completion time after receipt of Notice to Proceed _____ days				

In case of calculation error, unit pricing shall prevail.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. _____ Our principal place of business or corporate offices are in the State of Texas:

BIDDER:

Company

By: _____
(please print)

Signature: _____

City State Zip

Title: _____
(please print)

Phone

Fax

Email

THIS FORM MUST BE RETURNED WITH YOUR BID

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project (Resold to the Owner as defined in Tax Code)	\$ _____
All other charges and costs	\$ _____
Total *	\$ _____

* The total must equal the total amount of the Contract.

CONTRACTOR:

Company (please print)

By: _____
(signature of authorized person)

Address

Title: _____

City State Zip

Phone

Fax

Email

THIS FORM SHALL BE EXECUTED AT TIME OF EXECUTION OF CONTRACT AND MADE A PART OF THE CONTRACT.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

COOPERATIVE PURCHASING

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

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

_____Yes _____No

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

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

VENDOR REFERENCES

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONTRACT AGREEMENT AND BONDS

STATE OF TEXAS §

§

COUNTY OF _____ §

THIS AGREEMENT, made and entered into this _____ day of _____ A.D. 20____, by
and between CITY OF CORINTH of the County of DENTON and State of Texas, acting through
Corinth City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER,
and _____, a _____ of the City of _____, County of _____
_____ and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Bid #1126 – Removal and repaving of approximately 2,619 square yards of failed concrete. All repaving will require subgrade backfill, proper compaction and paved with 3,500 psi concrete compliant with the Public Works Construction Standards North Central Texas 5th Edition 2017. Two-way traffic must be maintained, and work zones must comply with TMUTCD standards. Work must be completed within 60 calendar days, excluding weekends and holidays, from the date of notice to proceed.

All extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, the Supplementary Conditions, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, the Performance and Payment Bonds, and Maintenance Bond all attached hereto.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General and Supplementary Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Supplementary Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

ATTEST:

Party of the First Part, OWNER
By _____
Signature

Name and Title
(Please type or print)

Date

(SEAL)

ATTEST:

CONTRACTOR

Party of the Second Part,
By _____
Signature

Name and Title
(Please type or print)

Date

(SEAL)

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing
Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
 5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

sufficient compliance as of the date received at the address shown on the signature page.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

15. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINITIONS

16.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the

CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

16.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, Area Code and Telephone Number, and Mailing
Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, heir, heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4.

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. In the event that Owner is a governmental entity as defined in Section 2252.001, Texas Government Code, or any supplement or amendment thereto, then all liabilities on this bond shall be determined in accordance with the provisions of such Texas Government Code, Sections 2253.001, et seq. to the same extent as if it were copied at length herein, along with any or all supplements and amendments thereto. In the event Owner is not a governmental entity as set forth above and defined in said statute, then the terms hereof shall be determined by the wording hereof without regard to said statutory enactment.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be

construed as a statutory bond and not as a common law bond.

13. Definitions.

13.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

13.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

13.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

13.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Maintenance Bond

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That **[CONTRACTOR]** _____, as Principal, and _____, a corporation organized under the laws of _____ and _____ as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the _____, Owner, a governmental entity as that term is defined in V.C.T.A., Government Code, Section 2253.001, et seq., the sum of **[AMOUNT STATED AS A 100% OF TOTAL CONTRACT PRICE]** _____ Dollars (\$ _____) for the payment of which sum well and truly to be made unto said Owner, and its successors, said Principal and Sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that, whereas said Principal has this day entered into a written contract with said Owner to build and construct the [description of project as it appears on cover of contract documents] _____, which contract and the plans and specifications therein mentioned and adopted by the Owner are hereby expressly made a part thereof as though the same were written and embodied therein.

WHEREAS, under the specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and to perform for a period of **2 Years** from the date of final payment by the Owner, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs of all engineering and special services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by said Contractor under the conditions prescribed by the plans and specifications; and in case said Contractor shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the Owner, it is agreed that the Owner may do said work and supply such materials and said Contractor and

Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract and this Maintenance Bond.

NOW, THEREFORE, if said Contractor shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by said Contractor in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, said Owner has caused these presents to be executed by [NAME OF CONTRACTOR'S AUTHORIZED AGENT] _____ and the said Surety has caused these presents to be executed by its [ATTORNEY-IN-FACT OR OFFICIAL] _____ and said [ATTORNEY-IN-FACT OR OFFICIAL] _____ has hereto set his hand this the _____ day of _____, 20____.

Surety

By _____
Title _____
Address _____

Principal

By _____
Title _____
Address _____

[SEAL]

[SEAL]

ATTEST:

Contractor

By _____
Surety

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
NOTE: An original Power of Attorney on behalf of the Surety must be attached to the Bond in all cases.

CONTRACT AGREEMENT AND BONDS

STATE OF TEXAS §

§

COUNTY OF _____ §

THIS AGREEMENT, made and entered into this _____ day of _____ A.D. 20____, by and between CITY OF CORINTH of the County of DENTON and State of Texas, acting through Corinth City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and BMEB Concrete Contractors, a _____ of the City of FRISCO, County of Denton and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR) hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Bid #1126 – Removal and repaving of approximately 2,619 square yards of failed concrete. All repaving will require subgrade backfill, proper compaction and paved with 3,500 psi concrete compliant with the Public Works Construction Standards North Central Texas 5th Edition 2017. Two-way traffic must be maintained, and work zones must comply with TMUTCD standards. Work must be completed within 60 calendar days, excluding weekends and holidays, from the date of notice to proceed.

All extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with all the General Conditions of the Agreement, the Supplementary Conditions, the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, the Performance and Payment Bonds, and Maintenance Bond all attached hereto.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General and Supplementary Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Supplementary Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project
(Resold to the Owner as defined in Tax Code)

\$ 85,000.00

All other charges and costs

\$ 175,275.00

Total *

\$ 260,275.00

* The total must equal the total amount of the Contract.

CONTRACTOR:

BmfB Concrete Contractors LLC
Company (please print)

P.O. Box 2042
Address

Frisco tx 75034
City State Zip

972 670 0368
Phone

972-767-3814
Fax

bobby@bmfBconcrete.com
Email

By: 
(signature of authorized person)

Title: owner

THIS FORM SHALL BE EXECUTED AT TIME OF EXECUTION OF CONTRACT AND MADE A PART OF THE CONTRACT.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2019-473987

Date Filed:
 04/09/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BMFB Concrete Contractors LLC
 Frisco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corinth Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#1126
 Concrete Construction Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Robert Bounds, and my date of birth is 1-13-69.
 My address is 9367 Aristocrat Ln Frisco Tx 75033 Denton
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Tx, on the 24th day of April, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BMFB Concrete Contractors LLC
 Frisco, TX United States

Certificate Number:
 2019-473987

Date Filed:
 04/09/2019

Date Acknowledged:
 04/29/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corinth Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#1126
 Concrete Construction Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

PERFORMANCE BOND

Philadelphia Indemnity Insurance Company

BOND NUMBER: CE 12565900006

KNOW ALL MEN BY THESE PRESENTS:

That we BMFB Concrete Contractors LLC 9367 Aristocrat Ln Frisco TX 75033

(Insert full name and address or legal title of Principal)

As Principal, (hereinafter called **Principal**), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania as Surety, (hereinafter called **Surety**), are held and firmly bound unto

the City of Corinth, 3300 Corinth Parkway, 2nd Floor, Corinth TX 76208

(Insert full name and address or legal title of Oblige)

As Oblige, (hereinafter called **Oblige**), in the amount of Two Hundred Sixty Thousand Two Hundred Seventy Five

Dollars (\$260,275) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____

entered into a contract with Oblige for Concrete Street Repair #1126

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Oblige to be in default under the Contract, the Oblige having performed Oblige's obligations thereunder, the Surety may promptly remedy the default, or shall promptly complete the Contract in accordance with its terms and conditions.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the obligee named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 22nd day of April, 2019.

BMFB Concrete Contractors, LLC

Principal

Amata Lane-Bounds
Witness

By: [Signature] (SEAL)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Amata Lane Bounds
Witness

By: [Signature] (SEAL)
Gay T EASTMAN, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

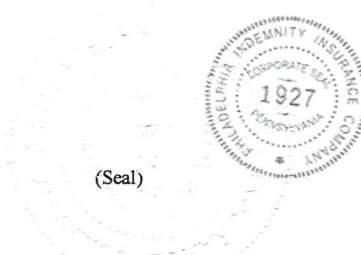
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Gary Eastman of The Eastman Agency dba Swiftbonds**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

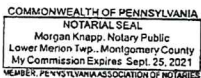
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22 day of April, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

LABOR AND MATERIAL PAYMENT BOND Philadelphia Indemnity Insurance Company

Bond Number CE 12565900006

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OBLIGEE CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That we **BMFB Concrete Contractors LLC 9367 Aristocrat Ln Frisco TX 75033**

as Principal, (hereinafter called **Principal**), and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania as Surety, (hereinafter called **Surety**), are held and firmly bond unto

the City of Corinth, 3300 Corinth Parkway, 2nd Floor, Corinth TX 76208

as Obligee, (hereinafter called **Obligee**), for the use and benefit of claimants as herein below defined, in the amount of Two Hundred Sixty Thousand Two Hundred Seventy Five Dollars, (\$ **260,275**) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a contract with obligee for which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with the Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 22nd day of April, 2019.

Antia Lane Bonds
Witness

Antia Lane Bonds
Witness

Principal
By: [Signature] (SEAL)

PHILADELPHIA INDEMNITY INSURANCE COMPANY
By: [Signature] (SEAL)
GARY T EASTMAN, Attorney-in-Fact



**PHILADELPHIA
INSURANCE COMPANIES**

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

BMFB Concrete Contractors LLC

of 9367 Aristocrat Ln Frisco TX 75033

(hereinafter called the Principal) as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, with its principal office at One Bala Plaza, Suite 100 in the City of Bala Cynwyd, Pennsylvania (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Corinth

of 3300 Corinth Parkway, 2nd Floor, Corinth TX 76208

(hereinafter called the Obligee) in the penal sum of

Five Percent (5%) of the total bid of \$350,000

Dollars \$ 17,500.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated April 9, 2019 for

Concrete Street Repair #1126

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: April 9, 2019

BMFB Concrete Contractors LLC

(Principal)

By: 

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: 

Gary T. Eastman

Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

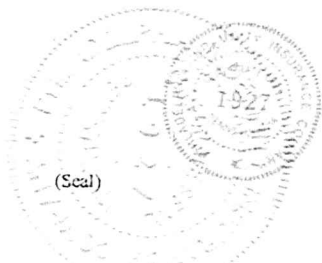
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Gary Eastman of The Eastman Agency dba Swiftbonds, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

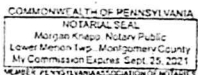
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of April, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



ADDENDUM #1

INVITATION TO BID

CITY OF CORINTH

March 20, 2019

Concrete Street Repairs

BID #1126

PROPOSALS DUE:

TUESDAY, APRIL 9, 2019 2:00 PM CST


ADDENDUM #1

Addendum to be returned with Proposal

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

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

This form shall be signed and returned with your proposal.

Name: Robert Bounds
Signature: 
Company: BMFB Concrete
Title: Owner
Date: 4/9/19

The following are the responses to the questions received, which we have answered in red.

1. In the sections outlined, does it include curb and gutter when the entire road section is highlighted? (Exhibit 1)

Yes.

2. Does exhibit 2 include a ramp? Also curb and gutter?

Yes.

3. Is Exhibit 5 curb and gutter only?

Yes.

4. Exhibit 6 includes panels, curb and gutter, and driveway approaches?

Yes.



APPENDIX A

SUBMITTAL FORMS

**The attached forms shall be completed
and returned with bid submittal**

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

BID PROPOSAL

Corinth, Texas

April 9th, 2019

PROPOSAL OF: BmFB Concrete Contractors LLC

TO: CITY OF CORINTH

PROPOSAL FOR: **BID #1126 CONCRETE STREET REPAIRS**

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids, if applicable.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 60 calendar days, excluding weekends and holidays, from the day of the notice to proceed. The date established for the start of work will be not less than ten (10) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	<u>March 20 2019</u>	<u>[Signature]</u>
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,

By [Signature]

Attested By:

Robert Bonds - Owner
(Print Name and Title)

BmFB Concrete Contractors

9367 Aristocrat Ln

Secretary _____

Plsico Tx 75033

Address

(SEAL) If Bidder is a Corporation

NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	LS	Mobilization (5% maximum) Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>12,300^{.00}</u>	\$ <u>12,300^{.00}</u>
2	503 sq. yd.	1413 Hidden Oaks Circle Complete in place, the sum of, _____ Dollars and _____ Cents per SY	<u>75</u>	<u>37,725^{.00}</u>
3	154 sq. yd.	1501 Knoll Ridge Drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>72</u>	\$ <u>11,088^{.00}</u>
4	115 sq. yd.	2016 Postwood Court Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>72</u>	\$ <u>8,280^{.00}</u>
5	201 sq. yd.	1905 & 1908 Vintage drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY	<u>72</u>	<u>14,472^{.00}</u>
6	10 sq. yd.	2705 Windstone Way Complete in place, the sum of, _____ Dollars and _____ Cents per SY	<u>100</u>	<u>1,000^{.00}</u>
7	1,098 sq. yd.	2803 & 2903 Goodnight Trail and 2508 & 2512 Whetstone Drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY	<u>72</u>	<u>79,056^{.00}</u>

In case of calculation error, unit pricing shall prevail.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

BID PROPOSAL FORM

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
8	86 sq. yd.	2415 Beckley Court Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>72</u>	\$ <u>6192⁰⁰</u>
9	99 sq. yd.	3308 Sparta Drive Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>72</u>	\$ <u>7128⁰⁰</u>
10	353 sq. yd.	1228 Ballycastle Lane Complete in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>72</u>	\$ <u>25,416⁰⁰</u>
12	2,619 sq. yd.	Demolition, removal, and haul-off of all removed concrete pavement to dump site NOT provided by Corinth Complete, in place, the sum of, _____ Dollars and _____ Cents per SY	\$ <u>22</u>	\$ <u>57,618⁰⁰</u>
		Total bid price in words: Complete in place, the sum of, <u>Two Hundred Sixty</u> <u>Thousand Two Hundred Seventy</u> Dollars and <u>zero</u> Cents <u>Five</u>	TOTAL BID	\$ <u>260,775⁰⁰</u>
Estimated completion time after receipt of Notice to Proceed <u>60</u> days				

In case of calculation error, unit pricing shall prevail.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident vendors in _____ (give state), our principal place of business, are required to be percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas:

BIDDER:

BMPB Concrete
Company

Contractors Llc
9367 Aristocrat Ln
Frisco TX 75033
City State Zip

972-670-0368
Phone

972-767-3814
Fax

bobby@bmpbconcrete.com
Email

By: Robert Bounds
(please print)

Signature: RBO

Title: President/owner
(please print)

THIS FORM MUST BE RETURNED WITH YOUR BID

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

COOPERATIVE PURCHASING

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

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

Yes No

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

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

VENDOR REFERENCES

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: Tiseo Paving Company
LOCATION: 421 U.S. 80 Frontage Rd. Mesquite TX 75150
CONTACT PERSON AND TITLE: Shane Pate - Superintendent
TELEPHONE NUMBER: 972-289-0723
SCOPE OF WORK: Paving
CONTRACT PERIOD: 2016 - Present

REFERENCE TWO

GOVERNMENT/COMPANY NAME: Four Star Excavation
LOCATION: 6825 Levelland Rd. Dallas TX 75252
CONTACT PERSON AND TITLE: Antonio Evangelista - owner
TELEPHONE NUMBER: 972-930-9838
SCOPE OF WORK: Paving & Structures
CONTRACT PERIOD: 2016 - Present

REFERENCE THREE

GOVERNMENT/COMPANY NAME: Elite Landscape
LOCATION: 1335 Blue Lake Dr. Frisco TX 75033
CONTACT PERSON AND TITLE: Chris Thompson - owner
TELEPHONE NUMBER: 972-670-0553
SCOPE OF WORK: Paving
CONTRACT PERIOD: 2016 - Present

CITY OF CORINTH BID #1126
CONCRETE STREET REPAIRS

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. BMFB Concrete Contractors LLC Frisco, TX United States	Certificate Number: 2019-473987
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Corinth Texas	Date Filed: 04/09/2019
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. #1126 Concrete Construction Services	
6 Date Filed: 04/09/2019	
Date Acknowledged:	

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Robert Bounds - BMFB concrete contractors, and my date of birth is 1-13-69.

My address is 9367 Aristocrat Ln, FRISCO, TX, 75033 Denton
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 9th day of April, 2019.
(month) (year)

RND
 Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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


Yes No

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

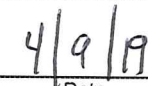
Yes No

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

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

7


Signature of vendor doing business with the governmental entity



Date

BUSINESS ITEM 9.

City Council Regular and Workshop Session

Meeting Date: 05/09/2019
Title: FM 2181 tree mitigation
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 tree mitigation plan on property legally described as A0915A MEP & PRR, TR 10(PT), A0833A E. MARSH, TR 27, 2.875 ACRES, OLD DCAD TR 3A #8A 10A and A0153A BBB & CRR, TR 2 (FM 2181 Commercial Development)

AGENDA ITEM SUMMARY/BACKGROUND

The applicant is wishing to prep the property located on FM2818 for future commercial development. The property is located approximately 900 feet west of Parkridge Drive and is directly adjacent to the Acme Brick property.

The property is hampered by significant topographical changes that make development in its current state challenging. The applicant is proposing earthwork improvements that will smooth the site out and prepare it for future commercial development.

The earth work improvements will require that a substantial number of trees be removed from the site and due to the small size of the site the applicant has no room to replace all of the trees being removed on site and is requesting a fee in lieu to be paid to the City to mitigate the trees that are unable to be replaced.

The applicant began this process when under the City's previous tree mitigation rules and has provided the City with a verified estimate for the replacement of 600 caliper inches on site.

The applicant is requesting Council's consideration to pay a fee in lieu of \$50,000 for the removal of 600 caliper inches from their property. The fee is based on the cost to purchase, and install trees to replace those being removed. The applicant has provided the City with two layouts on how the property could be developed. The quote provided will cover the development of either layout.

Supporting Documents:

- Tree Mitigation Quote
- Tree Survey #1
- Tree Survey #2

RECOMMENDATION

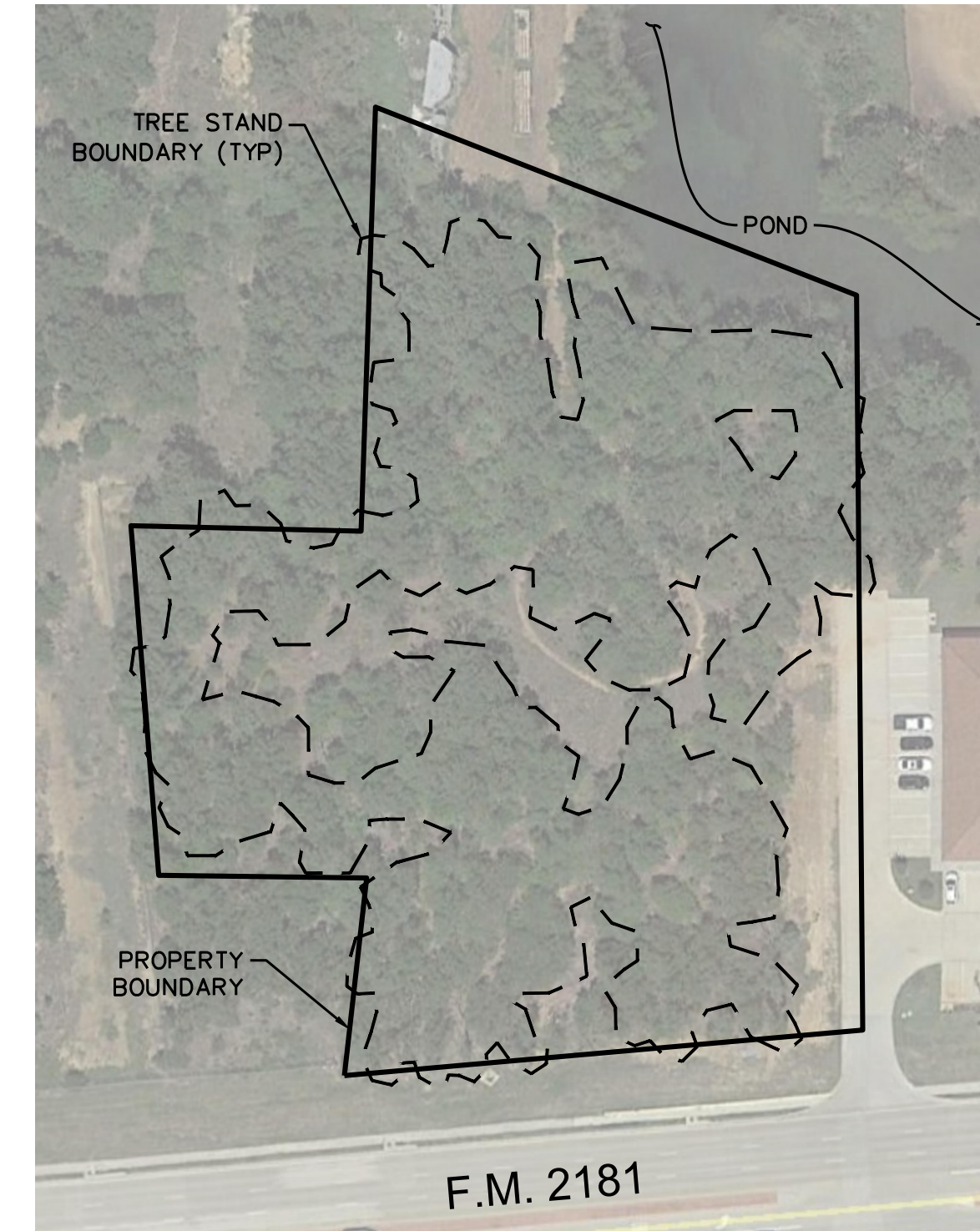
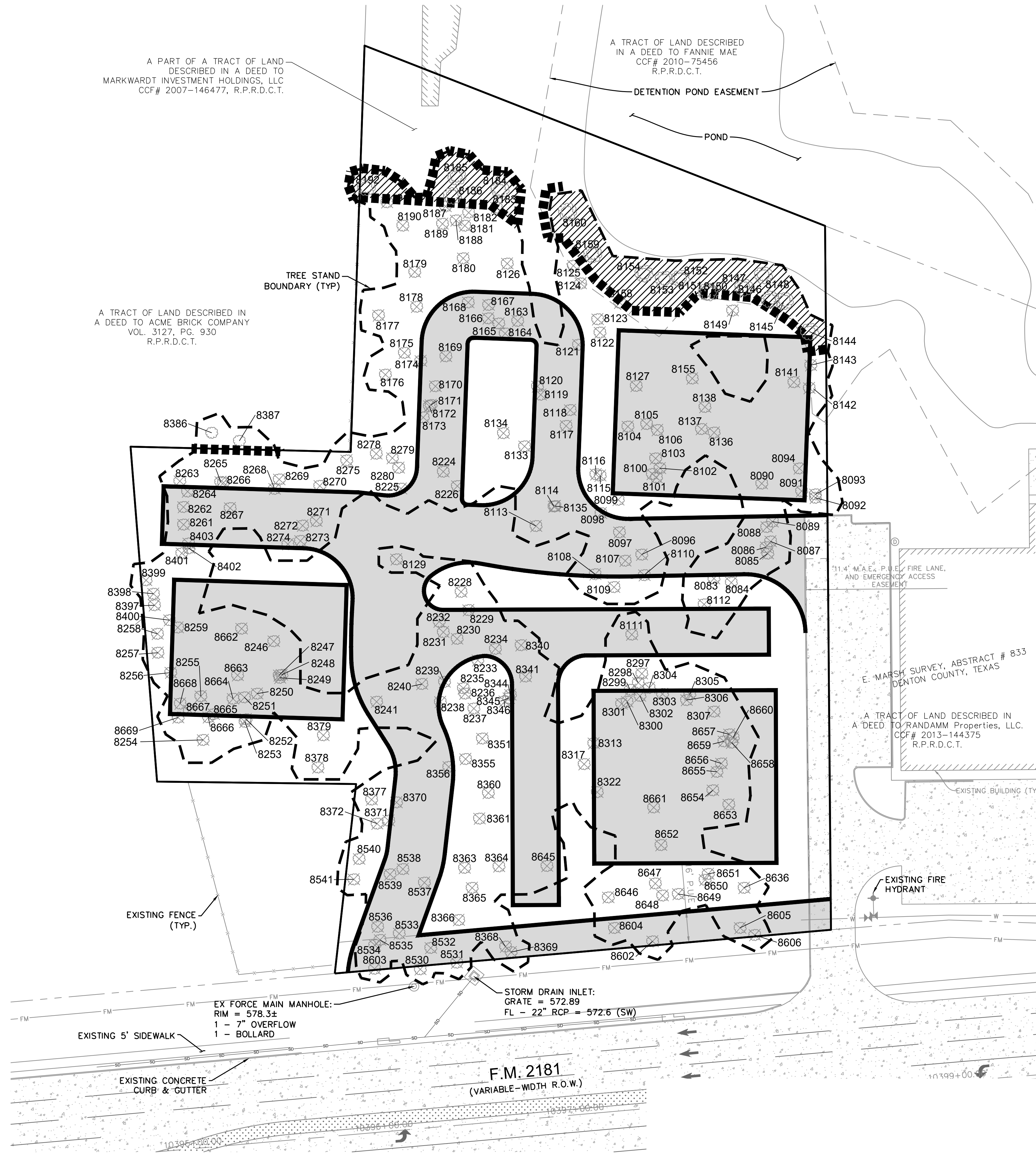
Staff recommends approval as presented.

Attachments

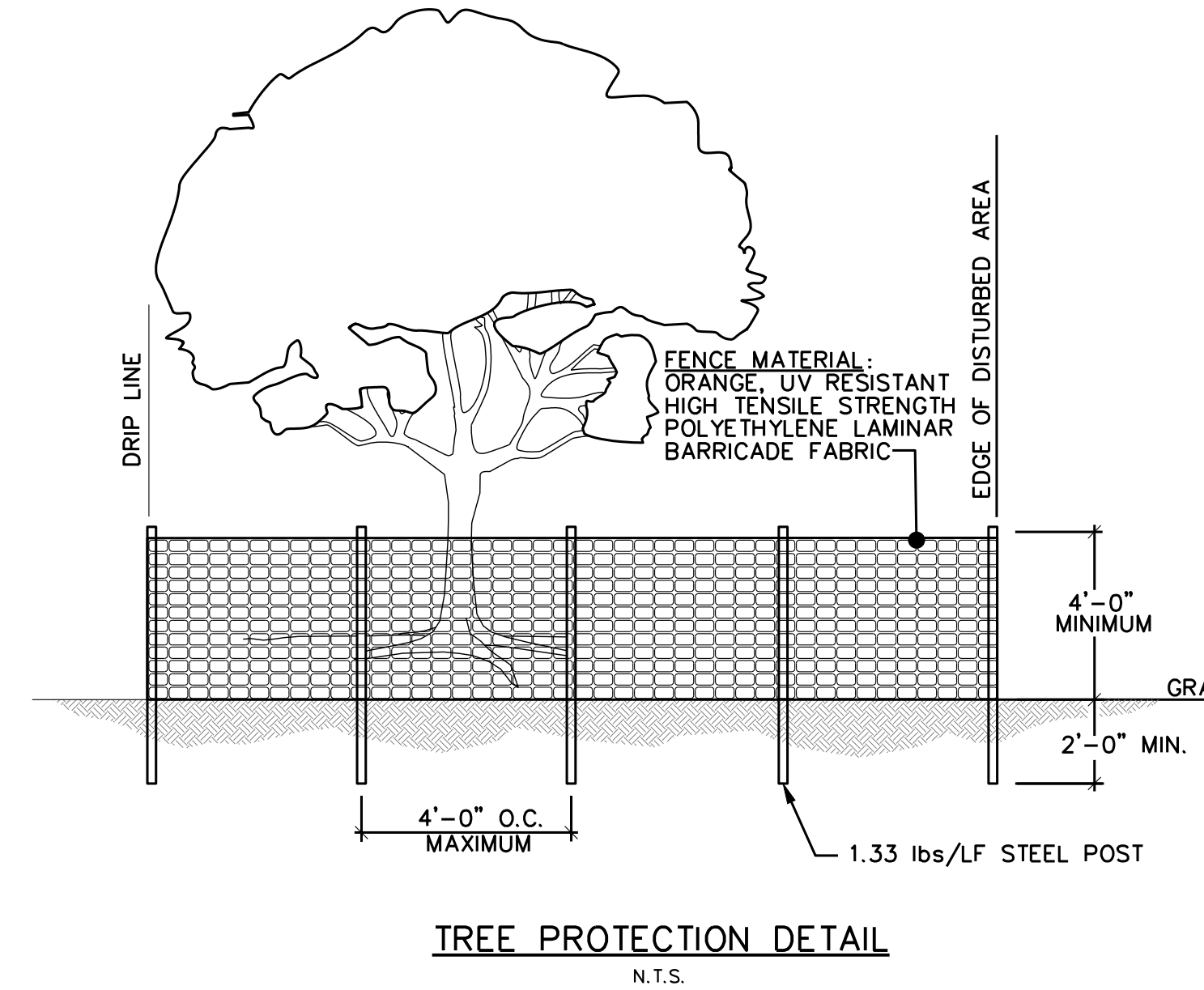
Quote and Tree Surveys



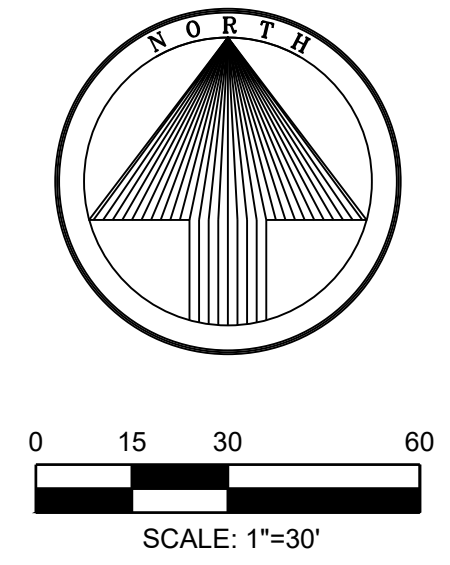
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TOTAL CANOPY COVERAGE (SF)	79,728 SF
TOTAL LOT AREA (SF)	124,239 SF
PERCENT COVERAGE	64 %
CANOPY COVERAGE IS >50% OF TOTAL LOT AREA, THEREFORE, ONLY 50% OF TOTAL D.B.H. REQUIRES MITIGATION	



- NOTES:**
1. ALL PLANTS DESIGNATED TO BE SAVED SHALL BE PROTECTED BY FENCING, AS ILLUSTRATED.
 2. INSTALL TREE PROTECTION FENCE AT TREE DRIP LINE OR AT EDGE OF DISTURBED AREA PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 3. THERE SHALL BE NO STORAGE OF MATERIAL WITHIN THE BOUNDARIES OF THE TREE PROTECTION FENCING.
 4. TREE PROTECTION FENCING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
 5. PER CITY ORDINANCE, A LOT IS CONSIDERED HEAVILY TREED IF THE LOT HAS TREE CANOPY COVERAGE OF 50% OR MORE OF THE LOT'S LAND AREA.
 6. PER CITY ORDINANCE, A HEAVILY TREED LOT CAN REDUCE THE AMOUNT OF PROTECTED TREES NEEDING REPLACEMENT OR MITIGATION BY 50%.
 7. EXISTING CANOPY SIZE DATA OBTAINED BY AERIAL.
 8. TREES TO BE REMOVED FOR THE CONSTRUCTION OF BUILDING PAD SITES, UTILITY EASEMENTS, DRIVEWAYS AND PARKING.
 9. TREE CANOPY COVERAGE CALCULATION DETAIL ON THIS SHEET
 10. APPLICANT INTENDS TO REPLACE TREES AS POSSIBLE AND SEEK TO PAY A FEE FOR REMAINDER OF REPLACEMENT TREES REQUIRED.
 11. REPLACEMENT TREES WILL BE OF A VARIETY LISTED WITHIN TABLE 15: APPROVED PLANT MATERIAL LIST, TO BE DETERMINED WITH A LANDSCAPE PLAN SUBMITTED WITH THE BUILDING SITE PLAN.
 12. TREE PRESERVATION AND MITIGATION HAVE BEEN CALCULATED ON A PRELIMINARY SITE LAYOUT AND ARE SUBJECT TO CHANGE.
 13. TREE MITIGATION EXEMPT AREA INCLUDES BUILDING PAD SITES, STREET R.O.W., UTILITY EASEMENTS, AND DRIVEWAYS/FIRE LANES.



- LEGEND**
- Final Plat Boundary
 - Property Line
 - Existing Force Main
 - Existing Storm Drain
 - Existing Water Line
 - Tree Protection Fence
 - Tree Stand Boundary
 - Tree Mitigation Exempt Area
 - Existing Tree to Remain
 - Existing Tree to be Removed
 - Existing Tree Stand to Remain

REV. 1
REV. 2
REV. 3
REV. 4
REV. 5

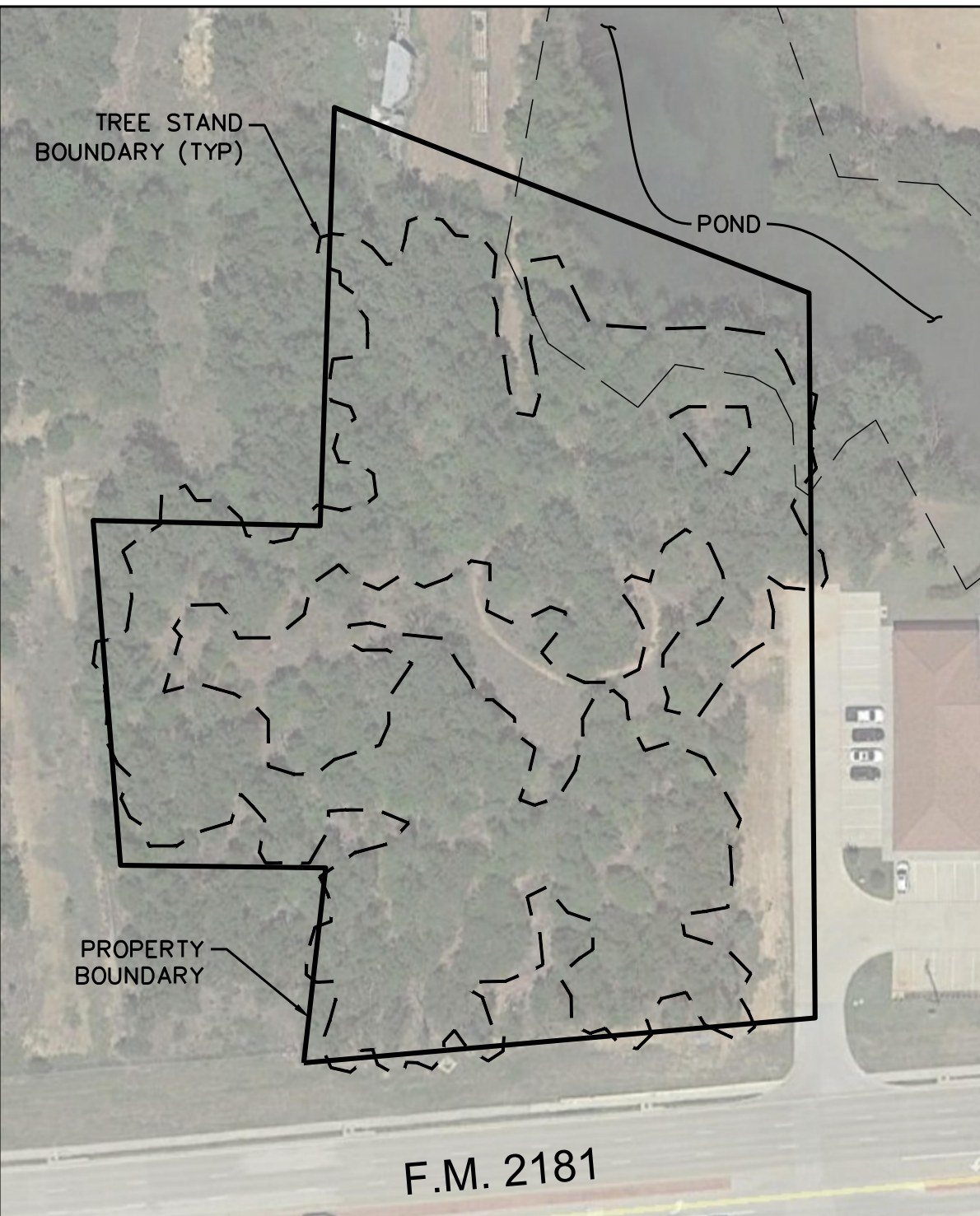
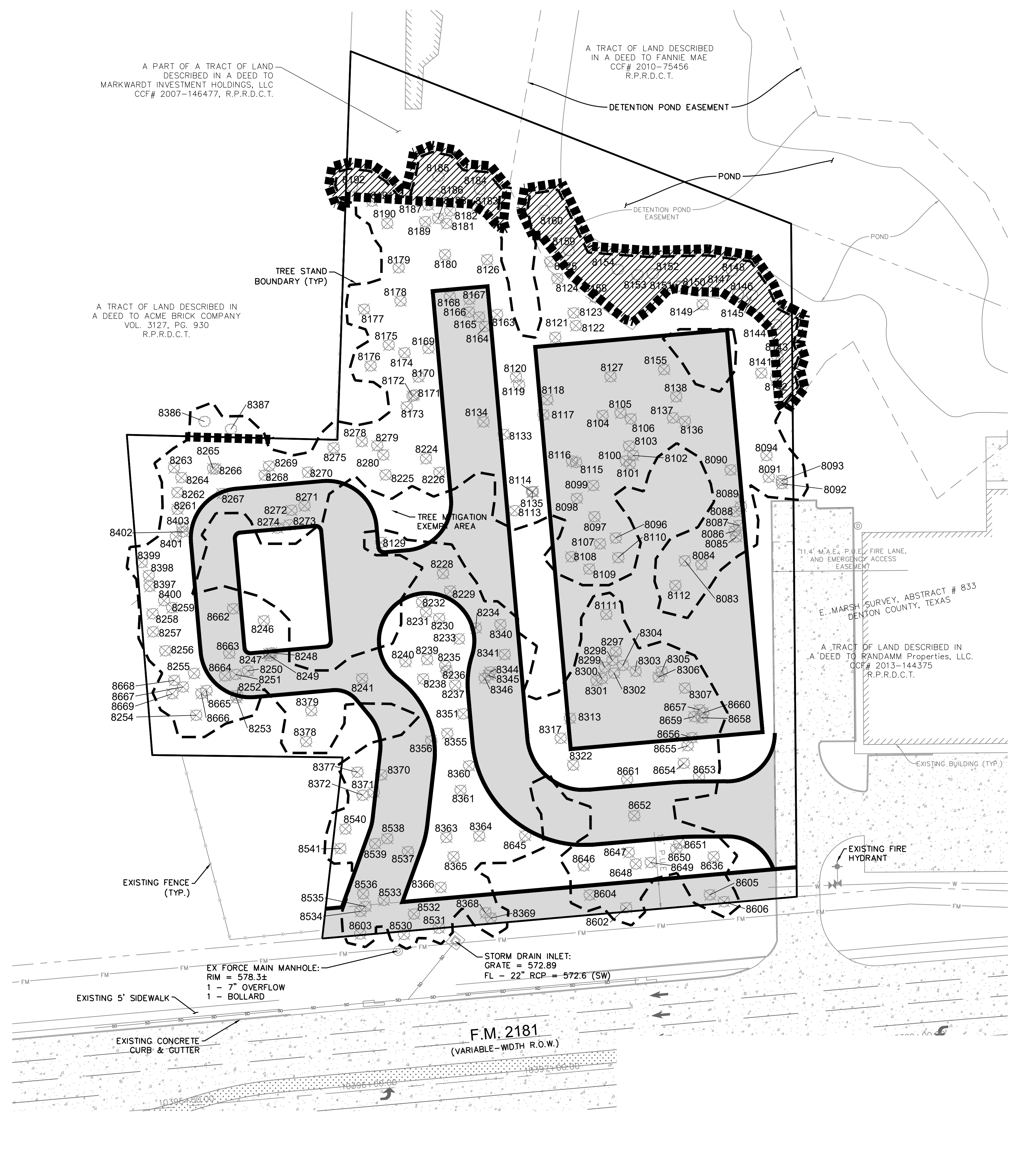
2445 N. ELIM STREET
DENTON, TX 76201
PH: (940) 386-9435
FAX: (940) 386-9431
Texas Board of Professional Engineers
Registration Number: F-7898
info@ae-grp.com



LAWRENCE A. HOLDORF
REGISTERED PROFESSIONAL ENGINEER NO. 120886
Drawn by: AJC
Checked by: LAH

DDM CONSTRUCTION COMPANY
PROPOSED GRADING CONSTRUCTION PLANS
FM 2181 COMMERCIAL DEVELOPMENT
CORINTH, TX
TREE SURVEY 1

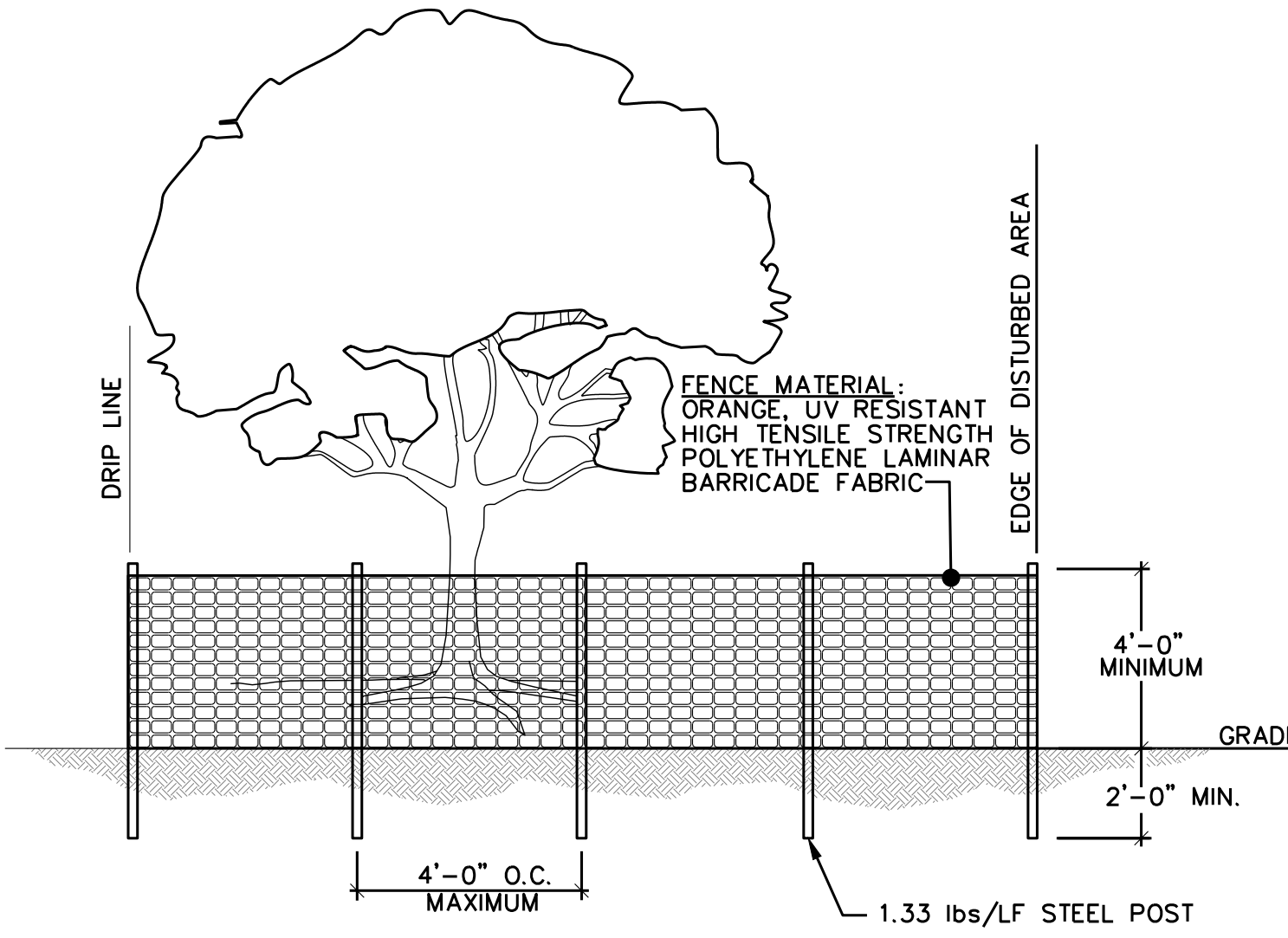
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TREE CANOPY AERIAL DETAIL
1" = 80'

TOTAL CANOPY COVERAGE (SF)	79,728 SF
TOTAL LOT AREA (SF)	124,239 SF
PERCENT COVERAGE	64 %

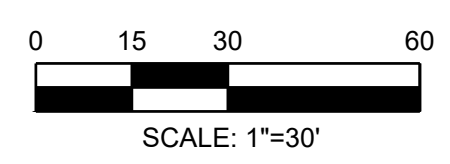
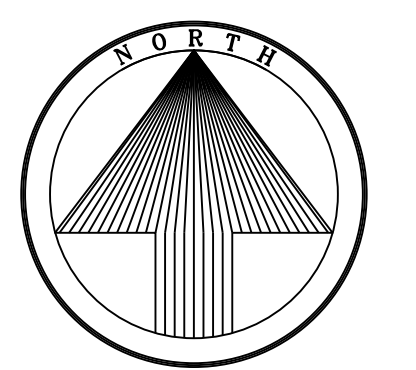
CANOPY COVERAGE IS >50% OF TOTAL LOT AREA, THEREFORE, ONLY 50% OF TOTAL D.B.H. REQUIRES MITIGATION



TREE PROTECTION DETAIL
N.T.S.

NOTES:

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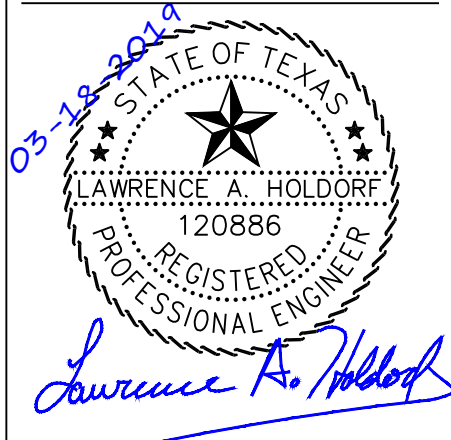


LEGEND

- FINAL PLAT BOUNDARY
- PROPERTY LINE
- EXISTING FORCE MAIN
- EXISTING STORM DRAIN
- EXISTING WATER LINE
- TREE PROTECTION FENCE
- TREE STAND BOUNDARY
- TREE MITIGATION EXEMPT AREA
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING TREE STAND TO REMAIN

REV. 1
REV. 2
REV. 3
REV. 4
REV. 5

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 TREE SURVEY 2