



* * * * PUBLIC NOTICE * * * *

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, July 2, 2020, 5:45 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at <http://meetings.cityofcorinth.com>
The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.
The City of Corinth is following the Center for Disease Control Guidelines for public meetings.

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Receive a report, hold a discussion, and give staff direction on the Water and Wastewater Rates.
2. Receive a presentation and hold a discussion on the changes to the Truth-in-Taxation, Tax Rate Adoption process due to S.B.2.
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.

ADJOURN WORKSHOP SESSION

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

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

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

CONSENT AGENDA

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

1. Consider and act on an Interlocal Agreement between the City of Corinth, Texas and the Town of Shady Shores, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.

2. Consider and act on an Interlocal Agreement between the City of Corinth, Texas and the Town of Hickory Creek, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.
3. Consider and act on an Interlocal Agreement between the City of Corinth, Texas and the City of Lake Dallas, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.
4. Consider and act on the Third Lease Renewal between the City of Corinth and the City of Lake Dallas for Lake Cities Fire House 1.
5. Consider and act on minutes from the May 7, 2020 workshop session.
6. Consider and act on minutes from the May 7, 2020 regular session.
7. Consider and act on minutes from the May 21, 2020 workshop session.
8. Consider and act on minutes from the May 21, 2020 regular session.

CITIZENS COMMENTS

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

BUSINESS AGENDA

9. Consider and act on a Contract with Tanko Street lighting, Inc., to explore the potential for streetlight infrastructure acquisition.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

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

a. Linda Creagh v. Enterprise Fleet Management, Inc., Michael Landers and City of Corinth to Cause No. 19-1864-431 (Denton County)

b. Police procedures and potential claim

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. Right-of-way consisting of .198 acres located at 6801 S I-35E and 3404 Dobbs Road along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas

b. Right-of-way consisting of 1.56 acres located at 6881 South I-35E and along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas

c. 3.792 acres, Tract 13H, out of the J.P. Walton Survey, Abstract 1389, within the City of Corinth, Denton County, Texas

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 Agora

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 _____ day of _____ 2020, at _____ on the bulletin board at Corinth City Hall.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: Water Rate Study
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

To maintain financial sustainability, the City performs a cost of service and rate design study for the City's water and wastewater utility on an annual basis. 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 and bond covenant requirements. Therefore, ensuring the utility operates on a self-sustaining basis while considering the economic impact on the City's customers. The analysis examined revenue requirements for a three-year period beginning with fiscal year 2020-2021.

Staff will provide an overview of the FY2020 water and wastewater rate analysis.

RECOMMENDATION

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: TRUTH-IN-TAXATION:TAX RATE ADOPTION
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government
Organizational Development

AGENDA ITEM

Receive a presentation and hold a discussion on the changes to the Truth-in-Taxation, Tax Rate Adoption process due to S.B.2.

AGENDA ITEM SUMMARY/BACKGROUND

Creating a budget and adopting a property tax rate to support that budget are major functions of a taxing unit's governing body. This is accomplished by following truth-in-taxation requirements to ensure the public is informed of any increases. The State Comptroller's office recently published new guidelines to comply with the hearing, notice and tax rate adoption process as a result of S.B. 2.

Staff will provide a presentation on the changes to the truth-in-taxation tax rate adoption process.

RECOMMENDATION

N/A

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: Shady Shores Fire Services Agreement
Submitted For: Bob Hart, City Manager

Submitted By: Lee Ann Bunselmeyer,
Director

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Interlocal Agreement between the City of Corinth, Texas and the Town of Shady Shores, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.

AGENDA ITEM SUMMARY/BACKGROUND

The proposed agreement is for the performance of governmental functions and services for fire protection, emergency medical and fire prevention services. The agreement is for a term beginning October 1, 2021 and expiring at midnight, September 30, 2026.

The agreement provides that Corinth will provide estimated cost projections not later than January 30, 2024 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than October 1, 2024, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2025.

An additional provision added to the contract requires Corinth to provide advance notification of any major purchases for the Fire Department.

The agreement includes two payment options. Both options include monthly adjustments for salary savings on the three new firefighter positions beginning October 1, 2024. Option 1 allows the Town of Shady Shores to make annual payments for Fire Services that will be fixed for the five-year contract term at \$519,189. Option 2 allows Shady Shores to make the following annual payments that will increase each year during the term of the Agreement.

October 1, 2021 to September 30, 2022.....	\$488,586
October 1, 2022 to September 30, 2023.....	\$507,258
October 1, 2023 to September 30, 2024.....	\$507,269
October 1, 2024 to September 30, 2025.....	\$540,238
October 1, 2025 to September 30, 2026.....	\$552,597

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between the City of Corinth and Town of Shady Shores for Fire Protection, Emergency Medical and Fire Prevention Services beginning October 1, 2021. Shady Shores approved the agreement on June 15 on a 3-2 vote.

Attachments

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND THE TOWN OF SHADY SHORES, TEXAS
FOR FIRE SERVICES**

This Agreement is made on this ____ day of _____, 2020, between the City of Corinth, Texas (hereinafter “Corinth”) and the Town of Shady Shores, Texas (hereinafter “Shady Shores”), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Shady Shores desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in **Exhibit "A"** attached hereto and incorporated herein, within Shady Shores for a period commencing on October 01, 2021, and ending at midnight on September 30, 2026;

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** For the period beginning October 1, 2021 and expiring at midnight, September 30, 2026, (the “Term”), Corinth shall furnish fire protection, emergency medical and fire prevention services [all such services set forth in Exhibit “A” hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Shady Shores within the corporate limits of Shady Shores.
2. **RENEWAL:** Corinth shall provide Shady Shores with estimated cost projections not later than January 30, 2024 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than Oct 1, 2024, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2025.

3. **COMPENSATION:**

A. Payments.

1. Option #1: Shady Shores agrees to make Annual Payments to Corinth pursuant to this Section. The following amounts shall be due to Corinth for each year of this Agreement:

October 1, 2021 to September 30, 2022.....	\$488,586
October 1, 2022 to September 30, 2023.....	\$507,258
October 1, 2023 to September 30, 2024.....	\$507,269
October 1, 2024 to September 30, 2025.....	\$540,238
October 1, 2025 to September 30, 2026.....	\$552,597

2. Option #2: Shady Shores agrees to make Annual Payments to Corinth pursuant

to this Section. The Annual Payment for Fire Services will be a five-year fixed payment of \$519,189.

3. Monthly Adjustments: Corinth shall make the following adjustments to the Shady Shores Payments on a monthly basis beginning October 1, 2024:

- a. Wages & Benefits – New Firefighters: The amount budgeted for the three new firefighter positions will be credited to Shady Shores monthly during the period of time the positions remain unfilled. The monthly credit will be equal to \$530 per firefighter or \$1,591 for all three firefighters.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased, purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Shady Shores shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. **Payments Quarterly or Monthly.** Shady Shores shall make Annual Payment _____ as specified in Section A above; provided however that in the discretion of Shady Shores, Shady Shores may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding delivery of Fire Services under this Agreement.

C. **Default for Non-Payment.** Should Shady Shores fail to timely make its monthly payment as required by subsection G hereof, then Shady Shores shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in **Section 10.B.**

4. **PROVISION OF SERVICE:** Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Shady Shores.**

Corinth shall provide advance notification of any major purchases for the Fire Department.

5. **AUTHORITY OF FIRE CHIEF:** The Fire Chief or other officers designated by the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and

emergency operations.

6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this contract shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Shady Shores from time to time and the Standard Operating Procedures of the Corinth Fire Department. Shady Shores agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Shady Shores shall be filed and prosecuted in the Municipal Court for Shady Shores.

7. **LIABILITY OF PARTIES:**

- A. To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Shady Shores shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Shady Shores would have otherwise been responsible if Shady Shores were furnishing their own Fire Services in the absence of this Agreement (e.g. Shady Shores issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Shady Shores Building Official).
- B. If all or part of any civil liability (judgment or settlement) of Shady Shores above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Shady Shores.
- C. This Section 7 is in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.

8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Shady Shores which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.

9. INTERLOCAL COOPERATION ACT: This Agreement is made and entered into pursuant to the Texas Interlocal Cooperation Act.

10. REMEDIES FOR DEFAULT:

A. Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default, after which notice such party shall promptly cure the default. Should the defaulting party fail to cure the default within the thirty-day period following notice, and after mediation, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default

B. The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within 30 days, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.

C. The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

D. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.

11. AMENDMENT/TERMINATION: This Agreement may only be amended or terminated by mutual written consent of the parties through resolutions approved by the respective councils for Corinth and Shady Shores.

- 12. NOTICES:** All notices required or permitted by this Agreement shall be made to the following individuals and addresses:

City of Corinth
% City Manager
3300 Corinth Parkway
Corinth, TX 76208

Town of Shady Shores
% Town Manager
101 S. Shady Shores Rd
Shady Shores, TX 76208

- 13. SEVERABILITY:** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- 14. VALIDITY AND ENFORCEABILITY:** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
- 15. ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between Corinth and Shady Shores as to the subject matter hereof and merges all prior discussions between them.

IN WITNESS whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

TOWN OF SHADY SHORES

MAYOR

MAYOR

ATTEST:

ATTEST:

CITY SECRETARY

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

CITY ATTORNEY

EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator; emergency management services, such services to include but are not limited to the development, design and implementation of disaster and catastrophe protection and safety plans, emergency evacuation plans, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Corinth's provision of Fire Protection Services and no action by Shady Shores shall at any time result in a negative impact to the ISO rating for the Lake Cities (Corinth, Shady Shores, Shady Shores and Shady Shores) and none of the Lake Cities (by reason of similar Interlocal agreements) shall take any action that will have a negative impact on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for fire services purposes except when such vehicles are being used for training or other scheduled functions. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate.

5. *Reporting.* Corinth shall furnish to Shady Shores, reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and other fire protection services activities. Upon request by Shady Shores, Corinth shall make available within a reasonable time such information.

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: Hickory Creek Fire Services Agreement
Submitted For: Bob Hart, City Manager

Submitted By: Lee Ann Bunselmeyer,
Director

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Interlocal Agreement between the City of Corinth, Texas and the Town of Hickory Creek, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.

AGENDA ITEM SUMMARY/BACKGROUND

The proposed agreement is for the performance of governmental functions and services for fire protection, emergency medical and fire prevention services. The agreement is for a term beginning October 1, 2021 and expiring at midnight, September 30, 2026.

The agreement provides that Corinth will provide estimated cost projections not later than January 30, 2024 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than October 1, 2024, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2025.

An additional provision added to the contract requires Corinth to provide advance notification of any major purchases for the Fire Department.

The agreement includes two payment options. Both options include monthly adjustments for salary savings on the three new firefighter positions beginning October 1, 2024. Option 1 allows the Town of Hickory Creek to make annual payments for Fire Services that will be fixed for the five-year contract term at \$970,692. Option 2 allows Hickory Creek to make the following annual payments that will increase each year during the term of the Agreement.

October 1, 2021 to September 30, 2022.....	\$913,475
October 1, 2022 to September 30, 2023.....	\$948,385
October 1, 2023 to September 30, 2024.....	\$948,406
October 1, 2024 to September 30, 2025.....	\$1,010,045
October 1, 2025 to September 30, 2026.....	\$1,033,152

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between the City of Corinth and Town of Hickory Creek for Fire Protection, Emergency Medical and Fire Prevention Services beginning October 1, 2021. Hickory Creek approved the agreement on June 22, 2020 on a 4-1 vote.

Attachments

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND THE TOWN OF HICKORY CREEK, TEXAS
FOR FIRE SERVICES**

This Agreement is made on this ____ day of _____, 2020, between the City of Corinth, Texas (hereinafter “Corinth”) and the Town of Hickory Creek, Texas (hereinafter “Hickory Creek”), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Hickory Creek desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in **Exhibit "A"** attached hereto and incorporated herein, within Hickory Creek for a period commencing on October 01, 2021, and ending at midnight on September 30, 2026;

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** For the period beginning October 1, 2021 and expiring at midnight, September 30, 2026, (the “Term”), Corinth shall furnish fire protection, emergency medical and fire prevention services [all such services set forth in Exhibit “A” hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Hickory Creek within the corporate limits of Hickory Creek.
2. **RENEWAL:** Corinth shall provide Hickory Creek with estimated cost projections not later than January 30, 2024 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than Oct 1, 2024, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2025.

3. **COMPENSATION:**

A. Payments.

1. Option #1: Hickory Creek agrees to make Annual Payments to Corinth pursuant to this Section. The following amounts shall be due to Corinth for each year of this Agreement:

October 1, 2021 to September 30, 2022.....	\$913,475
October 1, 2022 to September 30, 2023.....	\$948,385
October 1, 2023 to September 30, 2024.....	\$948,406
October 1, 2024 to September 30, 2025.....	\$1,010,045
October 1, 2025 to September 30, 2026.....	\$1,033,152

2. Option #2: Hickory Creek agrees to make Annual Payments to Corinth

pursuant to this Section. The Annual Payment for Fire Services will be a five-year fixed payment of \$970.692.

3. Monthly Adjustments: Corinth shall make the following adjustments to the Hickory Creek Payments on a monthly basis beginning October 1, 2024:

- a. Wages & Benefits – New Firefighters: The amount budgeted for the three new firefighter positions will be credited to Hickory Creek monthly during the period of time the positions remain unfilled. The monthly credit will be equal to \$991 per firefighter or \$2,975 for all three firefighters.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased, purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Hickory Creek shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. Payments Quarterly or Monthly. Hickory Creek shall make Annual Payment _____ as specified in Section A above; provided however that in the discretion of Hickory Creek, Hickory Creek may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding delivery of Fire Services under this Agreement.

C. Default for Non-Payment. Should Hickory Creek fail to timely make its monthly payment as required by subsection G hereof, then Hickory Creek shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in **Section 10.B.**

4. PROVISION OF SERVICE: Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Hickory Creek.**

Corinth shall provide advance notification of any major purchases for the Fire Department.

5. AUTHORITY OF FIRE CHIEF: The Fire Chief or other officers designated by the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and

emergency operations.

6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this contract shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Hickory Creek from time to time and the Standard Operating Procedures of the Corinth Fire Department. Hickory Creek agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Hickory Creek shall be filed and prosecuted in the Municipal Court for Hickory Creek.

7. **LIABILITY OF PARTIES:**

- A. To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Hickory Creek shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Hickory Creek would have otherwise been responsible if Hickory Creek were furnishing their own Fire Services in the absence of this Agreement (e.g. Hickory Creek issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Hickory Creek Building Official).
- B. If all or part of any civil liability (judgment or settlement) of Hickory Creek above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Hickory Creek.
- C. This Section 7 is in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.

8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Hickory Creek which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.

9. INTERLOCAL COOPERATION ACT: This Agreement is made and entered into pursuant to the Texas Interlocal Cooperation Act.

10. REMEDIES FOR DEFAULT:

A. Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default, after which notice such party shall promptly cure the default. Should the defaulting party fail to cure the default within the thirty-day period following notice, and after mediation, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default

B. The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within 30 days, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.

C. The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

D. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.

11. AMENDMENT/TERMINATION: This Agreement may only be amended or terminated by mutual written consent of the parties through resolutions approved by the respective councils for Corinth and Hickory Creek.

- 12. NOTICES:** All notices required or permitted by this Agreement shall be made to the following individuals and addresses:

City of Corinth
% City Manager
3300 Corinth Parkway
Corinth, TX 76208

Town of Hickory Creek
% Town Manager
1075 Ronald Reagan Ave
Hickory Creek, TX 75065

- 13. SEVERABILITY:** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
- 14. VALIDITY AND ENFORCEABILITY:** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
- 15. ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between Corinth and Hickory Creek as to the subject matter hereof and merges all prior discussions between them.

IN WITNESS whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

TOWN OF HICKORY CREEK

MAYOR

MAYOR

ATTEST:

ATTEST:

CITY SECRETARY

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

CITY ATTORNEY

EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator; emergency management services, such services to include but are not limited to the development, design and implementation of disaster and catastrophe protection and safety plans, emergency evacuation plans, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Corinth's provision of Fire Protection Services and no action by Hickory Creek shall at any time result in a negative impact to the ISO rating for the Lake Cities (Corinth, Hickory Creek, Shady Shores and Hickory Creek) and none of the Lake Cities (by reason of similar Interlocal agreements) shall take any action that will have a negative impact on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for fire services purposes except when such vehicles are being used for training or other scheduled functions. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate.

5. *Reporting.* Corinth shall furnish to Hickory Creek, reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and other fire protection services activities. Upon request by Hickory Creek, Corinth shall make available within a reasonable time such information.

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: Lake Dallas Fire Services Agreement
Submitted For: Bob Hart, City Manager

Submitted By: Lee Ann Bunselmeyer,
Director

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Interlocal Agreement between the City of Corinth, Texas and the City of Lake Dallas, Texas for Fire Protection, Emergency Medical and Fire Prevention Services.

AGENDA ITEM SUMMARY/BACKGROUND

The proposed agreement is for the performance of governmental functions and services for fire protection, emergency medical and fire prevention services. The agreement is for a term beginning October 1, 2021 and expiring at midnight, September 30, 2026.

The agreement provides that Corinth will provide estimated cost projections not later than January 30, 2024 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than October 1, 2024, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2025.

An additional provision added to the contract requires Corinth to provide advance notification of any major purchases for the Fire Department.

The agreement includes two payment options. Both options include monthly adjustments for salary savings on the three new firefighter positions beginning October 1, 2024. Option 1 allows the City of Lake Dallas to make annual payments for Fire Services that will be fixed for the five-year contract term at \$1,392,699. Option 2 allows Lake Dallas to make the following annual payments that will increase each year during the term of the Agreement.

October 1, 2021 to September 30, 2022.....	\$1,310,607
October 1, 2022 to September 30, 2023.....	\$1,360,694
October 1, 2023 to September 30, 2024.....	\$1,360,724
October 1, 2024 to September 30, 2025.....	\$1,449,160
October 1, 2025 to September 30, 2026.....	\$1,482,314

RECOMMENDATION

Staff recommends approval of the Interlocal agreement between the City of Corinth and City of Lake Dallas for Fire Protection, Emergency Medical and Fire Prevention Services beginning October 1, 2021. Due to internal issues, Lake Dallas will not formally vote on the contract unit their first meeting in July.

Attachments

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND THE CITY OF LAKE DALLAS, TEXAS
FOR FIRE SERVICES**

This Agreement is made on this ____ day of _____, 2020, between the City of Corinth, Texas (hereinafter “Corinth”) and the City of Lake Dallas, Texas (hereinafter “Lake Dallas”), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Lake Dallas desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in **Exhibit "A"** attached hereto and incorporated herein, within Lake Dallas for a period commencing on October 01, 2021, and ending at midnight on September 30, 2026;

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** For the period beginning October 1, 2021 and expiring at midnight, September 30, 2026, (the “Term”), Corinth shall furnish fire protection, emergency medical and fire prevention services [all such services set forth in Exhibit “A” hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Lake Dallas within the corporate limits of Lake Dallas.
2. **RENEWAL:** Corinth shall provide Lake Dallas with estimated cost projections not later than January 30, 2024 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than Oct 1, 2024, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2025.

3. **COMPENSATION:**

A. Payments.

1. Option #1: Lake Dallas agrees to make Annual Payments to Corinth pursuant to this Section. The following amounts shall be due to Corinth for each year of this Agreement:

October 1, 2021 to September 30, 2022.....	\$1,310,607
October 1, 2022 to September 30, 2023.....	\$1,360,694
October 1, 2023 to September 30, 2024.....	\$1,360,724
October 1, 2024 to September 30, 2025.....	\$1,449,160
October 1, 2025 to September 30, 2026.....	\$1,482,314

2. Option #2: Lake Dallas agrees to make Annual Payments to Corinth pursuant

to this Section. The Annual Payment for Fire Services will be a five-year fixed payment of \$1,392,699.

3. Monthly Adjustments: Corinth shall make the following adjustments to the Lake Dallas Payments on a monthly basis beginning October 1, 2024:

- a. Wages & Benefits – New Firefighters: The amount budgeted for the three new firefighter positions will be credited to Lake Dallas monthly during the period of time the positions remain unfilled. The monthly credit will be equal to \$1,422 per firefighter or \$4,267 for all three firefighters.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased, purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Lake Dallas shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. Payments Quarterly or Monthly. Lake Dallas shall make Annual Payment _____ as specified in Section A above; provided however that in the discretion of Lake Dallas, Lake Dallas may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding delivery of Fire Services under this Agreement.

C. Default for Non-Payment. Should Lake Dallas fail to timely make its monthly payment as required by subsection G hereof, then Lake Dallas shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in **Section 10.B.**

4. PROVISION OF SERVICE: Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Lake Dallas.**

Corinth shall provide advance notification of any major purchases for the Fire Department.

5. AUTHORITY OF FIRE CHIEF: The Fire Chief or other officers designated by the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and

emergency operations.

6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this contract shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Lake Dallas from time to time and the Standard Operating Procedures of the Corinth Fire Department. Lake Dallas agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Lake Dallas shall be filed and prosecuted in the Municipal Court for Lake Dallas.

7. **LIABILITY OF PARTIES:**

- A. To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Lake Dallas shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Lake Dallas would have otherwise been responsible if Lake Dallas were furnishing their own Fire Services in the absence of this Agreement (e.g. Lake Dallas issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Lake Dallas Building Official).
- B. If all or part of any civil liability (judgment or settlement) of Lake Dallas above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Lake Dallas.
- C. This Section 7 is in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.

8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Lake Dallas which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.

9. **INTERLOCAL COOPERATION ACT:** This Agreement is made and entered into pursuant to the Texas Interlocal Cooperation Act.

10. **REMEDIES FOR DEFAULT:**

A. Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default, after which notice such party shall promptly cure the default. Should the defaulting party fail to cure the default within the thirty-day period following notice, and after mediation, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default

B. The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within 30 days, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.

C. The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

D. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.

11. **AGREEMENT IS CONTINGENT ON LEASE:** Lake Dallas understands that Corinth plans to provide services contracted for under this Agreement in part from the Lake Dallas Fire House and that performance obligations under and the continuation of this Agreement is contingent upon the execution and continuation of the lease between the parties for Corinth's use of the Lake Dallas Fire House

12. **AMENDMENT/TERMINATION:** This Agreement may only be amended or terminated by mutual written consent of the parties through resolutions approved by the respective councils for Corinth and Lake Dallas.

13. NOTICES: All notices required or permitted by this Agreement shall be made to the following individuals and addresses:

City of Corinth
% City Manager
3300 Corinth Parkway
Corinth, TX 76208

City of Lake Dallas
% City Manager
212 Main Street
Lake Dallas, TX 75065

14. SEVERABILITY: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

15. VALIDITY AND ENFORCEABILITY: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

16. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement and understanding between Corinth and Lake Dallas as to the subject matter hereof and merges all prior discussions between them.

IN WITNESS whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

CITY OF LAKE DALLAS

MAYOR

MAYOR

ATTEST:

ATTEST:

CITY SECRETARY

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

CITY ATTORNEY

EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator; emergency management services, such services to include but are not limited to the development, design and implementation of disaster and catastrophe protection and safety plans, emergency evacuation plans, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Corinth's provision of Fire Protection Services and no action by Lake Dallas shall at any time result in a negative impact to the ISO rating for the Lake Cities (Corinth, Lake Dallas, Shady Shores and Lake Dallas) and none of the Lake Cities (by reason of similar Interlocal agreements) shall take any action that will have a negative impact on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for fire services purposes except when such vehicles are being used for training or other scheduled functions. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate.

5. *Reporting.* Corinth shall furnish to Lake Dallas, reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and other fire protection services activities. Upon request by Lake Dallas, Corinth shall make available within a reasonable time such information.

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: Fire Station 1 Lease Renewal
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive
Government
Regional Cooperation

AGENDA ITEM

Consider and act on the Third Lease Renewal between the City of Corinth and the City of Lake Dallas for Lake Cities Fire House 1.

AGENDA ITEM SUMMARY/BACKGROUND

Fire House #1 is owned and maintained by the City of Lake Dallas. The City of Corinth leases the building and its cost is included in the total fire costs that is allocated to the four cities. The contract has been prepared so that it is concurrent with the fire contract.

RECOMMENDATION

Staff recommends approval of the five-year lease agreement beginning October 1, 2020 and ending September 30, 2026.

Attachments

Fire Station 1 Lease Agreement

THIRD LEASE RENEWAL

This **THIRD LEASE RENEWAL** (“Third Renewal”) is entered as of the Effective Date by and between the **CITY OF LAKE DALLAS** (“Landlord”), a Texas home rule municipality, and the **CITY OF CORINTH** (“Tenant”), a Texas home rule municipality. Landlord and Tenant are collectively referred to herein as “Parties” and separately as “Party.”

RECITALS

WHEREAS, on or about January 18, 2008, the Parties entered into that certain *Lease*, (“the Original Lease”) wherein Tenant agreed to Lease the Premises (as defined in the Lease) from Landlord pursuant to the terms contained therein; and

WHEREAS, on or about September 6, 2012, the Parties entered into that certain *Lease Renewal Agreement Between the City of Corinth, Texas and the City of Lake Dallas, Texas* (“the First Renewal”) providing for extension of the term of the Original Lease and the amount of Rent to be paid by Tenant during said extended term; and

WHEREAS, on or about September 6, 2017, the Parties entered into that certain *Second Lease Renewal Agreement* (“the Second Renewal”) providing for the further extension of the term of the Original Lease and the amount of Rent to be paid by Tenant during said extended term (the Original Lease, First Renewal, and Second Renewal collectively referred to herein as “the Lease”); and

WHEREAS, the Parties desire to further extend the term of the Lease and establish the amount of Rent to be paid by Tenant during such period.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, the Parties agree as follows:

1. **Defined Terms**: Except as otherwise provided herein, the words and phrases used in this Third Renewal shall have the same meaning as set forth in the Lease.
2. **Extension of Lease Term**: Notwithstanding anything to the contrary in the Lease, the Term of the Lease shall be amended and extended for the period commencing on October 1, 2021 and ending September 30, 2026 (the “Third Renewal Period”), subject to further extension or earlier termination as provided in the Lease. Notwithstanding the foregoing, this Lease shall terminate as of the date of termination of that certain *Interlocal Agreement for Fire and Emergency Medical Services* between the Parties effective October 1, 2021.
3. **Rent During Third Renewal Period**: Tenant agrees to pay Rent in the following amounts during the following periods of the Third Renewal Period:

Period	Annual Rent	Monthly Installment
October 1, 2021 to September 30, 2022	\$46,866.76	\$3905.56 (with 12 th payment being \$3905.60)
October 1, 2022 to September 30, 2023	\$47,804.09	\$3983.67 (with 12 th payment being \$3983.72)
October 1, 2023 to September 30, 2024	\$48,760.17	\$4063.34 (with 12 th payment being \$4063.43)
October 1, 2024 to September 30, 2025	\$49,735.38	\$4144.61 (with 12 th payment being \$4144.67)
October 1, 2025 to September 30, 2026	\$50,730.08	\$4227.50 (with 12 th payment being \$4227.58)

4. **No Further Amendments:** Except as amended and/or extended pursuant to Sections 2 and 3 of this Third Renewal, the Lease remains in full force and effect without further amendments.
5. **Effective Date:** This Third Renewal shall be effective on the date it is signed by the authorized representatives of the Parties (“the Effective Date”).

SIGNED AND AGREED this ____ day of _____ 2020.

**LANDLORD:
CITY OF LAKE DALLAS, TEXAS**

By: _____
John Cabrales, Jr., City Manager

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this _____ day of _____ 2020.

**TENANT:
CITY OF CORINTH, TEXAS**

By: _____
Bob Hart, City Manager

ATTEST:

Lana Wylie, Interim City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: May 7, 2020 Work Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the May 7, 2020 workshop session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the May 7, 2020 workshop session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the May 7, 2020 workshop session minutes.

Attachments

Minutes

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

On this the 7th day of May 2020 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Staff Members Present

Bob Hart, City Manager
Kim Pence, City Secretary
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director
Patricia Adams, Messer, Fort & McDonald
Jerry Garner, Police Chief
Michael Ross, Fire Chief
Cody Collier, Public Works Director
Helen-Eve Beadle, Planning and Development Director
Jason Alexander, Corinth Economic Development Corporation Director
George Marshall, City Engineer
Shea Rodgers, Technology Services Communications Manager
Brett Cast, Engineering Services Coordinator
Lana Wylie, Sr. Administrative Assistant

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA:

- 1. Receive a report, hold a discussion and give staff direction on over 65 tax exemption options.**

Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director – Presented the over 65 exemption analysis.




Overview

 Senior Exemption

 Senior Tax Freeze

 Financial Impact

 Comparison to Denton County Taxing Entities



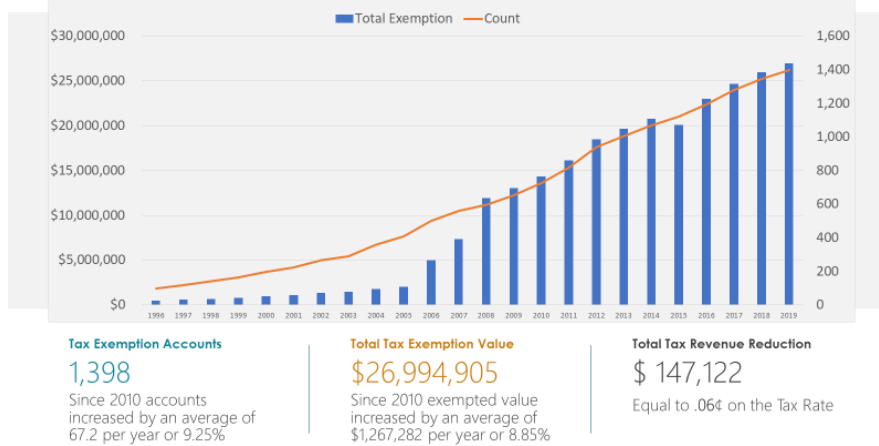
Senior Tax Exemption

- The Senior Tax Exemption lowers the taxable value of the property and the amount of property taxes owed.

- Homeowners can receive the exemption when they turn 65.

- Entities can increase/decrease exemption at their discretion
- In 2006, exemption increased from \$5,000 to \$10,000
- In 2007, exemption increased to \$20,000

Corinth Senior Tax Exemption Analysis



Senior Exemption

Taxing Entity	Senior Exemption	2019 Tax Rate	Property Tax Reduction
City of Corinth	\$20,000	\$0.54500	\$109.00
Denton County	\$55,000	\$0.22528	\$123.90
Lake Dallas ISD	\$10,000	\$1.56830	\$156.83
Total Reduction			\$389.73

*The amount shown for School District uses the LISD exemption and tax rate. If you live in DISD, exemptions and tax rates will differ (\$10,000 x 1.47 = \$147)



Senior Tax Freeze

Senior Tax Freeze

The senior tax freeze sets a cap, or ceiling, on the amount of property taxes paid annually.

Proclamation by the Governor- July 21, 2003

"The constitutional amendment TO PERMIT counties, cities and towns, and junior college districts TO ESTABLISH an ad valorem tax freeze on residence homesteads of the disabled and of the elderly and their spouses."

- Governing body may adopt OR
- Petition signed by at least 5% of registered voters may call an election to adopt
- Must be adopted by July 1 to impact the next tax year.

Senior Tax Freeze

The taxes on the home cannot exceed the ceiling as long as the senior owns and lives in the home.

- Adoption is **permanent & irrevocable**
- Property value is frozen
- Tax rate is frozen
- The ceiling is set in the year that the resident turns 65.
- Freeze is transferable to surviving spouse 55 or older
- If improvements are made to the home (other than normal repairs or maintenance), the tax ceiling may go higher because of the new additions
- May be transferred to another property

Over 65 Account Analysis

The Citywide 2019 Average Market Value is \$293,490

Taxing Values	Total Accounts	2019 Market Value	Average Market Value
0-100,000	11	515,503	\$46,863
100,001-200,000	113	\$19,509,678	\$172,652
200,001-300,000	678	\$170,589,656	\$251,607
300,001-400,000	455	\$154,816,075	\$340,255
400,001-500,000	106	\$46,453,270	\$438,238
500,001-1,000,000	29	\$17,275,447	\$595,705
1,000,001-1,999,000	4	\$4,725,285	\$1,181,321
2,000,001+	1	\$2,666,254	\$2,666,254
	1,397	\$416,551,168	\$298,175

10

Senior Tax Freeze Example

Average Market Value	\$298,175
Less Senior Tax Exemption	\$20,000
= Taxable Value	\$278,178
Property Tax Bill	\$1,516

If a Senior Tax Freeze were adopted the Property Tax Bill for a property with a market value of \$298,175 will never exceed \$1,516.

11

Annual Tax Freeze Impact to Average Senior

Average Senior Taxable Value of \$278,178

Year	Projected Taxable Value	Projected Annual Taxable Value Loss	Annual Tax Revenue Loss
2020	\$286,523	\$8,345	\$45
2021	\$295,119	\$16,941	\$92
2022	\$303,973	\$25,795	\$141
2023	\$313,092	\$34,914	\$190
2024	\$322,485	\$44,307	\$241
2025	\$332,159	\$53,981	\$294
2026	\$342,124	\$63,946	\$349
2027	\$352,388	\$74,210	\$404
2028	\$362,959	\$84,781	\$462
2029	\$373,848	\$95,670	\$521

Assumes the Following:

- 3% Property Value Increase Per Year
- Flat Tax Rate of \$.54500
- 10 Year Tax Savings of \$3,247 for the average Senior

12

Ten Year Tax Freeze Impact to City Revenue

Year	Projected Taxable Value	Projected Annual Taxable Value Loss	Annual Tax Revenue Loss
<ul style="list-style-type: none"> Assuming the historical increase of 67 accounts per year and an added exempted value of \$1.2 million per year Year 1 Loss would be \$70,652 10 Year Tax Revenue Loss would be \$4.2 million 			

Assumes the Following:

- 3.0% Property Value Increase Per Year
- Flat Tax Rate of \$.54500
- No Growth in number of Senior Accounts. (1,381 accounts)
- 10 Year Tax Revenue Loss of \$3.8 million

13

Sam Burke, Mayor Pro Tem - Is the number of accounts for seniors, that increase, is it tracked or outpaced our increase in population, in general?

Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director – I will pull that information together and get that out.



City	Tax Rate	Tax Freeze	Senior Exemption
Flower Mound	0.43650		\$100,000
Dallas	0.77660		100,000
Argyle	0.39750		100,000
Frisco	0.44660		80,000
Highland Village	0.56302		75,000
Coppell	0.58400		75,000
Southlake	0.41000	Yes-2004	75,000
Carrollton	0.58997		60,000
Lewisville	0.44330	Yes-2004	60,000
Grapevine	0.28427		60,000
Denton	0.59045	Yes-2017	50,000
Double Oak	0.23000		50,000
Bartonville	0.19294	Yes-2004	50,000
Haslet	0.29758	Yes-2004	50,000
Roanoke	0.37512	Yes-2004	40,000
Plano	0.44820	Yes-2004	40,000
Fort Worth	0.74750	Yes-2007	40,000
Trophy Club	0.44644	Yes-2004	35,000
Sanger	0.67910		30,000
Celina	0.64500		30,000

City	Tax Rate	Tax Freeze	Senior Exemption
Lakewood Village	0.41500		\$25,000
Corinth	0.54500		20,000
Lake Dallas	0.64497		20,000
Krugerville	0.38754	Yes-2006	20,000
Oak Pint	0.51000		20,000
Northlake	0.29500		15,000
Aubrey	0.54160		10,000
The Colony	0.66000		10,000
Krum	0.64749		10,000
Little Elm	0.64990	Yes-2005	10,000
Pilot Point	0.58413	Yes-2009	10,000
Hickory Creek	0.33040		10,000
Hackberry	0.24033		10,000
Copper Canyon	0.29751	Yes-2019	10,000
Shady Shores	0.32196		10,000
Westlake	0.16018	Yes-2010	10,000
Prosper	0.52000	Yes-2004	10,000
Providence Village	0.78743		10,000
Justin	0.65000	Yes-2004	5,000

Scott Garber, Council Member – The transferrable exemption, if we have a senior that moves from Southlake to Corinth and their tax rate has been frozen since 2004, that transfers to whatever home they purchase here in Corinth?

Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director – Correct

Scott Garber, Council Member – Even if they move from a taxable value that is frozen at \$150,000 and they move into a \$500,000 home here in Corinth, that same tax rate transfers.

Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director – Yes sir, it does. At the City of Denton we found people were moving into mobile homes when they turned 65 and getting the tax exemption at \$20, 30, 40 thousand and then moving into a higher value home and that was very common to keep the taxes down and it is a considerable decrease. That is a good point.

I cannot answer today is what the impact of the senior tax freeze would do under SB2. The reason is a lot of the calculations and how we are going to do our effective tax rate calculations, that was supposed to be released in March; the state comptroller’s office is stating because of COVID-19, they do not know when they will be releasing the information relating to how SB2 will change our calculation of our property tax and more specifically, your roll-back tax rate. Hopefully we will have more information in the next few months.

Scott Garber, Council Member – Does Denton County do a freeze at all or is it just the exemption?

Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director – Denton County does not, just the school district. Schools freeze as a requirement of the state statutes.

Scott Garber, Council Member – When you showed the original spreadsheet, it looked like there was a dollar amount in there which looked like more of an exemption than a freeze.

Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director – The first one was just the exemption. The school district offers the senior exemption and they also offer the tax freeze.

Sam Burke, Mayor Pro Tem – Can you go back to the slide where it shows the values of the homes in Corinth? I assume if we do this, you cannot apply the exemption to certain values of homes and not others, correct?

Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director – It has to be to the entire age group, you cannot discrimination to the value of the home.

SENIOR TAX EXEMPTION

- Can change at Council Discretion
- Current exemption is \$20,000
 - Tax Reduction per senior equal to \$109
- Current revenue reduction is \$147K

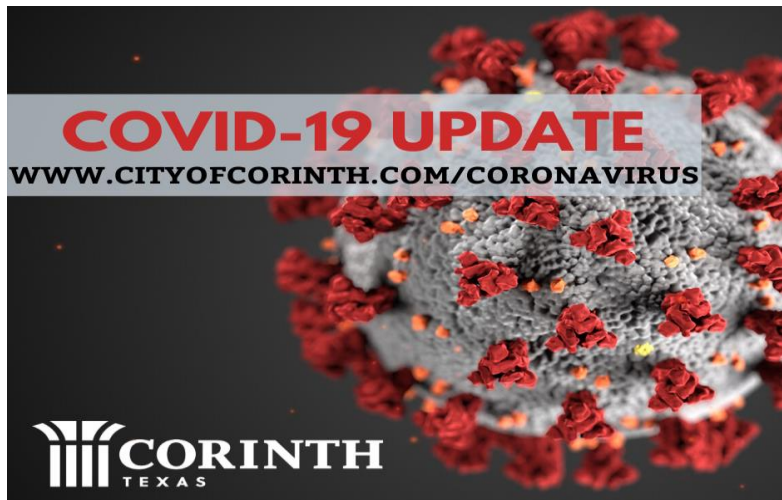
SENIOR TAX FREEZE

- **Permanent & irrevocable**
- Property value is frozen
- Tax rate is frozen
- Must adopt by July 1 to impact the next tax year.
- Annual Revenue Reduction
 - Year 1-\$63k-\$70k; Year 2- \$128k-\$143k; Year 3- \$196k-\$218k



2. Provide an update and hold a discussion on the Coronavirus (COVID-19) in regard to City operations and practices.

Bob Hart, City Manager – Presented the COVID-19 update and plan for city operations.



COVID19 - What we know so far?

- » 34,422+ cases in Texas
- » Total Cases in Denton County 872
 - 428 active cases
 - 421 total recovered
- » 10 confirmed positives in City of Corinth.
 - 6 Recovered, 4 Active
- » Zero Corinth employees have tested positive or have symptoms of COVID-19
- » Declarations from Governor Gregg Abbott
 - Executive Order GA-18, issued on Monday, April 27 allowing businesses to reopen under Phase 1 on Friday, May 1 with minimum standard health protocols.
 - Executive Order No. GA-21, issued on Tuesday, May 5 relating to the expanded reopening of services as part of the safe, strategic plan to Open Texas.

Denton County			
COVID-19 Confirmed Cases in Denton County			
Total Cases	872		
Active Cases	428		
Total Recovered	421		
Total Deaths	23		
Location			
Argyle	5	Krum	7
Andrew	0	Lake Dallas	14
Bartonville	2	Levitoville	95
Carrollton	89	Little Elm	54
Collins	1	Northlake	4
Cooper Creek	4	Oak Point	1
Corinth	10	Preston Point	2
Cross Roads	0	Plano	4
Dallas	17	Plonder	1
Denton	88	Prosper	7
Denton State Supported Living Center	54	Providence Village	7
Double Oak	7	Richardson	8
Flower Mound	86	Shaner	3
Farm Branch	11	Shady Grove	3
Frisco	55	The Colony	53
Greene Creek	3	Trophy Club	10
Highland Village	13	Unincorporated	30
Unincorporated Location			
Northwest	21	Southeast	25
Northwest	7	Southeast	27
Age			
0 - 19	29		
20 - 29	117		
30 - 39	134		
40 - 49	185		
50 - 59	160		
60 - 69	133		
70 - 79	37		
80+	22		
Sex			
Male	447		
Female	425		
Initial Isolation Status			
Home/Facility	756		
Isolated	116		
Pending investigation	0		
Transmission Type			
Recent Travel	135		
Local Transmission	213		
Contact with Confirmed Case	415		
Pending investigation	0		
Undetermined	20		

DCHS will update case counts daily by 5 PM. Last updated on 05/07/2020. Information is subject to change as additional data is provided from hospitals, individuals, or laboratories.

COVID-19 RESPONSE PHASE 1 REOPENING

Pursuant to Executive Order GA-18, issued on Monday, April 27 and Order GA-21, issued on Tuesday, May 5 by Governor Gregg Abbott and effective at 12:01am on Friday, May 1, the following businesses may reopen under Phase 1 with minimum standard health protocols.

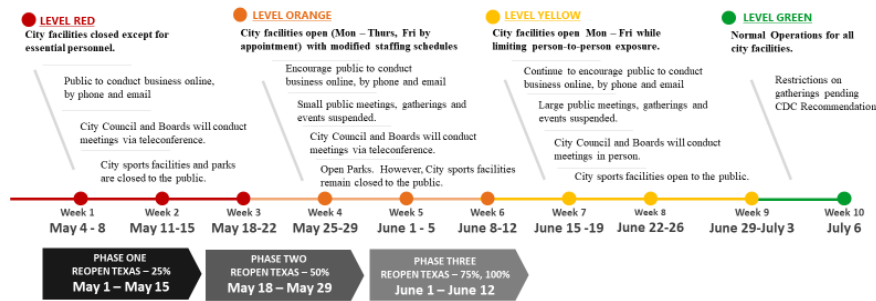
All Establishments Limited to 25% of Total Permitted Occupancy – Including Employees

<h4>RETAIL STORES</h4> <ul style="list-style-type: none"> • Retail stores may open (subject to prohibited activities below) • This includes Car Dealerships • Employee screening recommended • Sanitation protocols for employees and facility 	<h4>OUTDOOR SPORTS</h4> <ul style="list-style-type: none"> • No more than 4 participants at one time- no contact sports permitted • Golf Courses- sanitize golf carts between uses- 1 individual per golf cart (unless from same household) • Driving Ranges- clean and disinfect golf balls between use 	<h4>Effective Friday, May 8:</h4> <p>Cosmetology salons, hair salons, nail salons, tanning salons and barber shops may open with restrictions, including one customer per stylist and appropriate social distancing</p>
<h4>RESTAURANTS</h4> <ul style="list-style-type: none"> • Tables 6 feet apart • No tables of more than 6 people • Use disposable menus & no shared condiments • Do not leave items on unoccupied tables • Consider having employees wear cloth face coverings • Employee screening before each shift • Sanitation protocols for employees and facility • If buffet is offered, employees serve food to customers 	<h4>PLACES OF WORSHIP</h4> <ul style="list-style-type: none"> • Keep a least 6 feet of separation between parties in any rows, except when 2 or more members of same household sit adjacent to one another with 2 empty seats on each side • Alternate rows to be left empty • Special arrangements for "vulnerable" attendees. 	<h4>Effective Monday, May 18:</h4> <p>Gyms and exercise facilities will be able to reopen with 25% capacity. Initial restrictions will include showers and locker rooms remaining closed.</p> <p>Non-essential manufacturing may reopen to the greater of the following: five employees, or 25% of their workforce, provided that social distancing can be maintained</p>

CITY OF CORINTH STATUS LEVELS		CORONAVIRUS (COVID-19)	
LVL GREEN	Normal Operations No outbreak concerns	What this means: <ul style="list-style-type: none"> • No restrictions on gatherings. • Normal operations for all city facilities. 	What to do:
LVL YELLOW	Limited Confirmed COVID-19 cases (Partial number of secondary closures impacting attendance)	<ul style="list-style-type: none"> • City facilities open while limiting person-to-person exposure. • Where feasible, we encourage members of the public to conduct business with city staff online and through phone calls and emails rather than in person. • Community rentals of city facilities suspended. • Large public meetings, gatherings, and events will be suspended or canceled based on CDC guidelines and Governmental Declarations. • All city sports facilities will remain open for the public and local sports leagues. The sports leagues may make their own determinations on continuing games and practices. 	
LVL ORANGE	Broad Confirmed COVID-19 cases (Broad number of secondary closures)	<ul style="list-style-type: none"> • City facilities open with modified staffing schedules. • Service levels will be transitioned to online, phone calls, and emails. In person services will be limited. • Small public meetings, gatherings, and events will be suspended or canceled based on CDC guidelines and Governmental Declarations. • All public places of business are encouraged to adhere to recommendations made by the CDC as well as Governmental Declarations limiting person-to-person exposure. • All city sports facilities will be closed for use by the public and local sports leagues. 	
LVL RED	Widespread Confirmed COVID-19 cases	<ul style="list-style-type: none"> • City facilities closed except for essential personnel. • Members of the public are to conduct business with city staff online, through phone calls and emails. • All public places of business are required to adhere to recommendations made by the CDC as well as Governmental Declarations to eliminate person-to-person exposure. • City council and board meetings will be limited and will be conducted via teleconference consistent with the open meetings act. 	

VERSION 1 | *Recognizing that this is a fluid situation, components and recommendations included above may be updated to reflect current conditions. * We encourage residents and businesses to visit the CDC website for updated recommendations at www.cdc.gov/covid19

CORINTH READINESS RESPONSE PLAN



Bob Hart, City Manager – This is the last item on the business agenda, it is an ordinance that addresses this which is why we are discussing it with you now.

Sam Burke, Mayor Pro Tem – When we are talking about small public meetings, events, gatherings suspended. Is that something we are doing as a city or are we requiring that of everyone who is operating in the city?

Bob Hart, City Manager – This is the city operations component. The governor still has restrictions on Phase 2 and 3. He doesn't get to a full opening until June 12th. We are in line but we will have some limitations on city operations but the governor's operations applies to the public.

Sam Burke, Mayor Pro Tem – How does this apply to hotels with event centers?

Bob Hart, City Manager – The CDC still has a limitation of 10 or less.

Scott Garber, Council Member – The playground and basketball courts, can they be opened next week or does it fall in line with state recommendations?

Bob Hart, City Manager – Our plan was to open on the 22nd, they will open on the 18th. If we open Monday, it will track with the governor.

Patricia Adams, Messer, Fort & McDonald – It is at the discretion of the city.

Bob Hart, City Manager – We can open on Monday, the 18th. I would like to meet in person on May 28th, for the budget planning. We will have social distancing in place.

Lowell Johnson, Council Member – I will not be able to attend on May 28th in person, I can zoom in.

3. Hold a discussion and provide staff direction relative to the creation of a Corinth Economic Development Foundation (CEDF).

Bob Hart, City Manager – We have discussed with NCTC, their 13 acres to the east of the current campus building, working with them to develop the property. Due to the state law restrictions, community colleges are restricted about who they can work with and how the process can work. They can, however, work with an economic development foundation, that can do economic development work, work with the city and Corinth

Economic Development Corporation. We presented this to the Corinth Economic Development Corporation on Monday, they were positive. It would be the same process as other economic development projects.

Mayor Heidemann – Is there a consensus from the council to move forward?

Councilmembers Garber, Henderson, Johnson and Pickens, Mayor Pro-Tem Burke all agreed to move forward.

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.

There was no discussion on regular session agenda items.

Mayor Heidemann convened into Executive Session at 6:27 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 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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

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

Council met in Closed Session from 6:27 P.M. until 6:44 P.M.

a. Right-of-way consisting of .198 acres located at 6801 SI-35E and 3404 Dobbs Road along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas.

b. Right-of-way consisting of 1.56 acres located at 6881 South I-35E and along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas.

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 Agora

b. Project Daylight

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

ADJOURN:

Mayor Heidemann adjourned the work session at 6:44 p.m.

AYES:

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: May 7, 2020 Regular Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the May 7, 2020 regular session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the May 7, 2020 regular session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the May 7, 2020 regular session minutes.

Attachments

Minutes

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

On this the 7th day of May 2020 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:

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

Staff Members Present

Bob Hart, City Manager
Kim Pence, City Secretary
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director
Patricia Adams, Messer, Fort & McDonald
Jerry Garner, Police Chief
Michael Ross, Fire Chief
Cody Collier, Public Works Director
Helen-Eve Beadle, Planning and Development Director
Jason Alexander, Corinth Economic Development Corporation Director
George Marshall, City Engineer
Shea Rodgers, Technology Services Communications Manager
Brett Cast, Engineering Services Coordinator
Lana Wylie, Sr. Administrative Assistant

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

Mayor Heidemann called the meeting to order at 7:00 P.M. City Manager Bob Hart delivered the Invocation, due to the COVID-19, the Pledge of Allegiance and the Texas Pledge did not take place.

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 19, 2020 workshop session.
2. Consider and act on minutes from the March 19, 2020 regular session.
3. Consider and act on minutes from the April 2, 2020 workshop session.
4. Consider and act on minutes from the April 2, 2020 regular session.

5. Award of bid for the Riverview Drive repaving project from South Garrison Drive to the I-35 Frontage Road with Advanced Paving Company in an amount not to exceed \$97,845.43.
6. Award of bid for the Shady Shores Road repair project with Reynolds Asphalt and Construction in an amount not to exceed \$252,842.50.
7. Consider and act on an agreement for the transfer of certain real property known as the TxDOT Surplus Property within the rights-of-way of the intersection of IH-35 E and Corinth Parkway within the City of Corinth from the City to the Corinth Economic Development Corporation and for the Economic Development Corporation's reimbursement of the purchase price and related costs of acquiring the Surplus Property from TxDOT to City.

MOTION made by Mayor Pro Tem Burke to approve the Consent Agenda as presented. Seconded by Councilmember Henderson.

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

MOTION CARRIED

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.

There were no Citizens Comments made.

BUSINESS AGENDA:

8. Consider and act upon an Ordinance repealing Section 94.35, "Definitions", of Chapter 94, "Nuisances", of Title IX, "General Regulations", of the City's Code of Ordinances and amending and readopting Section 94.36, "Noise Nuisances", of Chapter 94 of Title IX of the City's Code of Ordinances, in its entirety.

Helen-Eve Beadle, Planning & Development Director - At the City Council meeting on January 23, 2020 the City Council directed staff to propose amendments to the City's noise nuisance standards to make them enforceable. The City's current noise nuisance standards are very broad and open to interpretation by language which states that noise nuisances are those that "disturb persons with ordinary sensibilities." As currently written, the regulations make it difficult for City staff to enforce outside of kindly asking residents or business to keep the noise down.

In preparing the proposed changes, Staff compared the noise regulations from the Cities of Allen, Frisco, Lewisville, Denton, Flower Mound, and McKinney. Based on these comparisons Staff presented its preliminary findings to the City Council in a Workshop on April 2, 2020. During that presentation the City Council recommended Staff move forward with the proposed regulations and had the following questions/suggestions:

1. What impact does wind have on the digital sound level meter reading?

In speaking with suppliers, low to moderate wind speeds do not have an impact on the device. The microphone specifications are designed to reduce this type of noise being received. Additionally, the foam covering provides added protection from wind noise as the covering dissipates the incoming wind before it reaches the microphone. However, during high wind conditions, the strong winds may interfere with the accuracy of the device. The suppliers have advised us to not use the meters during these types of conditions.

2. What type of training is needed to utilize the digital sound level meter?

Outside of reading and understanding the manual for the device, Staff has not identified any formal training or certification to operate the meter. The functionality of the unit is controlled by proper and regular calibration and operating the meter according to the manual directions provides accurate results. The City will purchase the required calibration equipment for the meters. The City's Code Compliance Officer has over three years of experience in operating a noise meter without any challenges from presumed noise violators. Additionally, our Code Compliance Officer is willing to hold training sessions to any staff or police officers that may need to utilize the meter. It is the City's position that we will promote compliance through education and courtesy notifications to residents and business owners of the noise standards in lieu of issuing citations.

3. The suggestion was made to consider an ending time for outdoor concerts/musical events and that it coincides with the ending of alcohol sales in restaurants. Additionally, City Council directed an earlier ending time for such events on Sundays through Thursdays.

A limitation on outdoor musical/concert or events has been added to the proposed ordinance requiring that the concert/musical event ends at 11:59 pm on Fridays and Saturdays. This time coincides with the City's hours on alcohol sales in restaurants. Such noise from outdoor concert/musical or events will end at 9:00 pm on Sunday through Thursday.

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

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

9. Consider and act upon an Ordinance of the City of Corinth, Texas amending Title III, "Administration", of the City's Code of Ordinances to add a new chapter, Chapter 29, to be entitled "City Manager", and a new section to Chapter 29, Section 20.001, to be entitled "Signature Authority of City Manager", to provide general authority to the City Manager to contract for expenditures.

Patricia Adams, Messer, Fort & McDonald - During the review of land acquisition practices, the city attorney found the code of ordinances were not clear as to the authority of the city manager to sign on behalf of the city. The attached ordinance was prepared to clarify this authority based on the city charter. Section 4.01 of Article IV of the Charter allows the City Council to adopt an ordinance setting limits and giving the City Manager general authority to contract for expenditures without further approval of the City Council, if the Council considers it proper for the administration of City affairs and to administer the budget approved by the Council. Further, the council adopted the City's Purchasing Policy via Resolution No. 12-12-016 on December 20, 2012, which delegated to the City Manager the authority to approve and execute certain documents without City Council action, provided funds are budgeted. The proposed ordinance consolidates these points and clarifies as follows:

- Contracts for the purchase of goods or services for which funds have been adopted by budget or amended budget in the fiscal year during which payment is due;
- Contracts for the purchase of goods or services which do not require an expenditure of funds and which are determined necessary for the efficient operation of the City and the implementation of the budget or any amended budget;
- Contracts for use of bond proceeds, including professional services, which have been included in the budget or any amended budget approved by City Council;
- Contracts for expenditures of TIF funds made in accordance with an approved Project and Financing Plan;
- Contracts for the use of City owned facilities by a third party when such facilities have been designated by the City Council as a facility available for public use;
- Contracts for which the City Council has otherwise expressly provided authorization for execution by the City Manager, including the Purchasing Policy adopted via Resolution No. 12-12-016, including all amendments thereto, on file with the office of the City Secretary.

MOTION made by Councilmember Garber to approve as presented. Seconded by Mayor Pro Tem Burke.

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

10. Consider and act on an Ordinance amending section 30.055 "Regular Meetings" of chapter 30 "City Council" of Title III Administration of the City's Code of Ordinances to amend the City Council's regular meeting time.

Patricia Adams, Messer, Fort & McDonald - Currently, Section 30.055 of Corinth's Code of Ordinances, states that the City Council shall "meet in regular session on the evenings of the first and third Thursday of each month at 7:00 p.m., or at any other dates and times set by the Council.

The amendment would state the following language: The City Council shall meet in regular session on the evenings of the first and third Thursday of each month, at the time posted in the City Council agenda or City Council public hearing notice, or at any other dates and times set

by the Council, unless postponed or canceled. All regular meetings of the City Council will be held in the City Hall unless otherwise posted.

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

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

11. Consider and take appropriate action to ratify the Mayor's Disaster Declaration to extend until May 25, 2020.

Bob Hart, City Manager – The updated ordinance continues the declaration from the last meeting, including the chart. We recommend you adopt the Ordinance with the understanding that the playgrounds and basketball courts will be open beginning Monday, May 18.

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

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

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.

Mayor Pro Tem Burke - would like a brief update on DCTA.

Councilmember Henderson - congratulated Councilmember Johnson for earning his MPA.

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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

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

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

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

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

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

MOTION made by Mayor Pro Tem Burke to authorize the City Manager commonly referred to as Dr. Badie's property from Stacy Martin for the approximate price of \$826,000. Seconded by Councilmember Garber.

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

ADJOURN:

Mayor Heidemann adjourned the Regular meeting at 7:33 p.m.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: May 21, 2020 Work Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the May 21, 2020 workshop session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the May 21, 2020 workshop session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the May 21, 2020 workshop session minutes.

Attachments

Minutes

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

On this the 21st day of May 2020 the City Council of the City of Corinth, Texas met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Staff Members Present

Bob Hart, City Manager
Patricia Adams, Messer, Fort & McDonald
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director
Jason Alexander, Corinth Economic Development Corporation Director
Helen-Eve Beadle, Planning & Development Director
Cody Collier, Public Works Director
Melissa Dolan, Parks, Recreation and Strategic Asset Manager
Shea Rodgers, Technology Services Communications Manager
Lana Wylie, Sr. Administrative Assistant

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA:

1. Hold a discussion on the 2020-2021 Preliminary Budget.

Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director provided an outline to the City Council for the 2020 Budget Estimates; included projections for the 2021 fiscal year, along with the 2021 budget calendar and responded to questions from the Council.

2. Hold a discussion and provide an update on DCTA.

Bob Hart, City Manager held a discussion regarding building a rail station in Corinth. The discussion included the project schedule, including design, location, implementation and cost estimates. The report also included updates to infrastructure, becoming a DCTA member, and Denton County's participation. Mr. Hart also responded to questions from the Council.

3. Receive a report and hold a discussion on water meters, the systemwide review of the digital water system.

Cody Collier, Public Works Director reported to the Council the monthly automated meter readings since October, radio antenna, the additional antennas to be installed, manufacturing delays, and a map of the antenna locations. Parts are not being shipped but confirmed Public Works has enough inventory available. There should be no delay in having the customer portal ready for use, as planned, in December.

4. Receive a report and hold a discussion on the Lake Cities' effort relative to broadband services.

Bob Hart, City Manager shared a presentation with the Council on a collaborative broadband study for the Lake Cities; each city appointed residents to serve on the Task Force. Connected Nations will conduct a study, with a shared cost formula, based on population and land area. Mr. Hart stated there would be a contract between Corinth and Connected Nation and an Interlocal Agreement between the four Lake Cities. Target initiation will be July 2020. After phase one, will need to prepare for the winter/spring strategic plan. Mr. Hart addressed questions from the Council.

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

There was no discussion on regular session agenda items.

CLOSED SESSION

The City Council convened in closed session to consider any matters regarding 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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

Closed session convened at 6:40 p.m.

a. Completion of Lake Sharon Drive Project.

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. Right-of-way consisting of .198 acres located at 6801 S I-35E and 3404 Dobbs Road along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas.

b. Right-of-way consisting of 1.56 acres located at 6881 South I-35E and along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas.

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.

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

Closed session recessed at 6:48 p.m.

ADJOURN:

Mayor Heidemann adjourned the work session at 6:48 p.m.

AYES:

Meeting adjourned

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: May 21, 2020 Regular Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the May 21, 2020 regular session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the May 21, 2020 regular session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the May 21, 2020 regular session minutes.

Attachments

Minutes

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

On this the 21st day of May 2020 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:

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

Staff Members Present

Bob Hart, City Manager
Patricia Adams, Messer, Fort & McDonald
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director
Jason Alexander, Corinth Economic Development Corporation Director
Helen-Eve Beadle, Planning & Development Director
Cody Collier, Public Works Director
Melissa Dolan, Parks, Recreation and Strategic Asset Manager
Shea Rodgers, Technology Services Communications Manager
Lana Wylie, Sr. Administrative Assistant

Others Present:

Scott Scherer, Harris Kocher Smith
Gerardo Oseguera, Northlake Contractors

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

Mayor Heidemann called the meeting to order at 7:00 P.M. City Manager Bob Hart delivered the Invocation, due to the COVID-19, the Pledge of Allegiance and the Texas Pledge did not take place.

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 an agreement with SHI Government Solutions to renew the Enterprise Agreement with Microsoft, providing software and email services.
2. Consider and act on minutes from the April 16, 2020 workshop session.
3. Consider and act on minutes from the April 16, 2020 regular session.

MOTION made by Councilman Garber to approve the Consent Agenda as presented. Seconded by Mayor Pro Tem Burke.

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

MOTION CARRIED

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.

Each of the citizens participated in the meeting through ZOOM.

Kevin McKenna, 3310 Chalkstone Cove is the President of Corinth Area Baseball and would like to ask the City Council to open the baseball fields May 31, 2020. He explained how they will follow Governor Abbot's guidelines to best provide a safe environment. Mr. McKenna also inquired with the City Council why the city decided to open the playgrounds and basketball activities but not baseball.

Chris Medley, 2013 Baker Drive serves on the Corinth Area Baseball Board as the Vice President. He conveyed his gratitude to the city officials for allowing CAB the opportunity to play this season, in some form or fashion. He also requested that the City Council open the sports fields earlier than June 14th, with consideration of opening the fields on May 31 per Governor Abbot's most recent announcement.

Ashley Fisher, 3302 Chalkstone Cove did not want to speak, rather to listen to the discussion regarding the baseball fields. She did note on the form that she would love for the fields to open up sooner but is very proud and thankful for everything the city has done.

PUBLIC HEARING:

Mayor Heidemann opened the Public Hearing at 7:30 p.m.

4. Conduct a public hearing, consider testimony, and act upon an ordinance amending the zoning classification from SF-4, Single Family Residential to PD, Planned Development with a base district of SF-4, Single Family Residential on an ±3.691 acre tract of land legally described as Tracts 31 and 32 of the E. Marsh Survey, Abstract No. 0833, within the City of Corinth, Denton County, Texas and is more commonly known as 3100 Tower Ridge Drive, Corinth, TX. (Tower Ridge Single Family PD)
 - Staff Presentation
 - Applicant Presentation
 - Public Hearing
 - Staff Response
 - Take Action

Helen-Eve Beadle, Planning & Development Director - The applicant is requesting a Planned Development district to facilitate the development of a single-family subdivision encompassing 18 lots plus two homeowners' association (HOA) lots.

The property is located near the southwest corner of Tower Ridge Drive and Meadowview Drive. The property is bounded by single family homes to the north, single family homes, and a church to the east, single family homes to the south, and the Lake Dallas High School baseball field to the west.

Adjacent Land Uses:

- North Single-family residential – SF-4, zoning
- East Single-family residential and church – SF-4, zoning
- South Single-family residential – SF-4, zoning
- West School (Lake Dallas High School Baseball Field) – SF-4, zoning

Due to current market trends and the very small size of the property the applicant is requesting consideration in the reduction of the size of the lots. The SF-4, Single Family Residential zoning district requires that each lot be a minimum of 7,500 square feet in size. The applicant is requesting consideration of a reduction of the lot size to a 5,000 square foot minimum. The proposed lots range in size from 5,321 square feet to 9,677 square feet. The applicant is requesting a reduction on lot width from 70 feet in width to 50 feet along the front building line with 40 foot widths being the minimum for lots on cul-de-sac “Lots 11-14” and on the eyebrow “Lots 3-5” when measured along the building line. Additionally, the applicant requests a reduction in the lot depth for cul-de-sac and eyebrow lots from 100 feet to 85 feet. Reference Concept Plan.

The smaller lot sizes ensure that the applicant can provide a product at the price point that the market will support. The applicant is also proposing the utilization of 85% of the City’s “Class 1” masonry materials on the exterior of the homes. Last fall the Texas Legislature removed cities’ ability to regulate exterior materials on residential and commercial developments meaning that any material currently allowed by the International Building Codes are allowed to be used on the exterior of buildings. Staff requested, and the applicant has agreed to language being included within the Planned Development District regulations which ensures that the proposed homes are built to the same standard as other homes in the community. The addition of the masonry requirement supports the consideration of smaller lot sizes.

It is the applicant’s intent to attempt to preserve as many of the existing trees as possible on the site. In our initial conversations with the developer last fall they stated that the existing trees on the property were a motivating factor for their purchase of the property. The applicant intends to utilize the existing trees to provide buffers from adjacent roadways and neighboring properties as well as to improve the aesthetics of the development. That being said, an analysis has not yet been performed on the property to determine the number of trees that may be saved, but the applicant has stated that they are going to make every effort possible to reduce the impact to the existing tree canopy including developing all of not the majority of the homes as two story to reduce the buildings foot print on each lot so that trees may be preserved. The applicant is responsible for mitigation of the protected trees “6 inches and greater” that are removed from the property by either replacing the caliper inches of protected trees removed or by paying a fee in lieu into the City’s tree fund for each caliper inch of protected trees removed. Tree mitigation plans are reviewed and approved by City Council and occur later in the development process.

On April 16, 2020 the applicant and staff met with homeowners that chose to participate living within 200 feet notification area of the subject property via a Zoom web conference to inform them of the development and to address any questions or concerns that they may have had with the development. While the residents were disappointed to see the property being developed after so many years, the general consensus was that they were understanding of the development need and were generally pleased to hear that the homes would be priced above the average price of their existing homes, but did have some very small concerns about the taxing implications of rising home values resulting from the development.

One of the concerns expressed by residents was regarding drainage on the property. Residents stated that the current drainage situation is very poor. The applicant has stated that they will mitigate any additional runoff as a result of their development. However, the developer could make no guarantees that the existing conditions would be improved as a result of their development but did promise that the drainage conditions would not be worsened following the development of the property. The City’s development regulations will not allow any increased runoff from the property and the proposed detention pond will accommodate the anticipated drainage.

Residents also asked about any planned improvements to Tower Ridge Drive. The applicant will be responsible for paying roadway impact fees for each home built within the development, but the applicant has no requirement to improve Tower Ridge Drive. The roadway impact fees are deposited into a City fund for roadway improvements or expansions throughout the City. Tower Ridge Drive is listed as a five plus year project on the City's Capital Improvements Plan (CIP) meaning that while the City does have plans to improve Tower Ridge Drive, it does not have any plans to improve the roadway within the next five years.

The final concerns expressed by residents were the sidewalks along Tower Ridge. Currently there is an existing sidewalk on the eastern "northbound" side of Tower Ridge. Residents stated that there is an ample amount of foot traffic along Tower Ridge due to it being in close proximity to an Elementary School and a High School. The residents asked when a sidewalk would be constructed on the western "southbound" side of Tower Ridge as there are a number of individuals that choose to walk across their property or within the road rather than crossing the road to walk in the sidewalk on the eastern side.

The applicant stated that they will be constructing a sidewalk along the boundaries of their property as required but had no plans to construct a sidewalk along the entire western length of Tower Ridge. It is staff's position since there is an existing sidewalk along the eastern side of Tower Ridge, at a four-way stop, pedestrians cross safer at intersections rather than midblock. The City would prefer to construct the sidewalk in this location with the complete upgrade of Tower Ridge through a CIP project.

Proposed Development Regulations:

Base Zoning: Single Family SF-4

Modifications to Base Zoning:

1. – Residential Dimensional Regulations Chart
 - o Minimum Front Yard Setback – 20 feet
 - o Garage Setback – 20 feet
 - o Minimum Lot Area – 5,000 square feet
 - o Minimum Lot Width – 50 feet minimum along the front building line (40 feet along front building line for cul-de-sac and eyebrow lots)
 - o Minimum Lot Depth – 100 feet (85 feet for cul-de-sac and eyebrow lots)
 - o Maximum Building Area (all buildings) – 45%

If not specifically listed above, the regulations from SF-4 shall apply.

Building Material Standards: The combined percentage of exterior facades shall not be less than 85% Class 1 masonry materials: "fired brick, natural and manufactured stone, granite, and marble."

Public Notices:

Public hearing notices were mailed to all residents within 200 feet of the proposed zoning change request on April 20, 2020 for the Planning and Zoning Commission meeting and the on April 30, 2020 for the City Council meeting. At the time of packet creation there was one letter in support and four letters in opposition to the proposed change.

Notice of the public hearings were published in the Denton Record Chronicle on April 15, 2020 edition for the Planning and Zoning Commission and on May 4, 2020 for the City Council public hearing.

Compliance with the Comprehensive Plan:

The Comprehensive Plan designates the future land use of this tract as Low Density Residential. The proposal complies with the City's Comprehensive Plan.

Planning & Zoning Commission Recommendation:

The Planning and Zoning Commission considered the rezoning request at a special called meeting on May 4, 2020 and during the public hearing several property owners voiced their opposition to the change of zoning. In summary, the

oppositions voiced concerns of the development causing their property taxes to increase, the loss of the trees to development, safety and privacy, construction noise, increased traffic generated by the development, and the condition of Tower Ridge Drive and when the City will be making improvements to the property.

The Planning and Zoning Commission unanimously recommended the item for City Council approval with a vote of 3-0.

Earlier, there was a question about how we would handle some of the building material regulations and how we would enforce those. Our City Attorney has advised adding a Developer or Sub-divider Agreement. Our anticipation is that we continue with the Public Hearing, allowing anyone to speak, close the Public Hearing and action along with the agreement of the building materials would occur at a meeting in June.

Scott Scherer, Harris Kocher Smith and Gerardo Oseguera, Northlake Contractors outlined the proposed development regulations as stated above.

Lowell Johnson, Council Member asked how the drainage will run Mr. Scherer has worked with staff, it will be collected through a pipe, at the detention pond.

Scott Garber, Councilmember asked for elevations and starting prices of the homes. Mr. Oseguera stated they do not have elevations but 2,200 to 2,800 square foot, with at price range of upper \$300 - \$400.

Mayor Heidemann asked if the developer has any objections to the developer agreement suggested by the City Attorney. Mr. Oseguera said they did not foresee a problem with the agreement.

Elizabeth Lewis, 3119 Meadowview Dr. – I back up to where the drainage will be. I sent a letter in opposition because I'm concerned about safety, crime, loss of privacy, loss of trees and there's too much noise already on Tower Ridge. That road is in extremely bad shape and I know that they claim that they're going to be saving a lot of trees, but from what I know, once you disrupt a tree root system that tree is going to die and it's going to go and that's part of what we enjoy, me and most of the neighbors on my side, we enjoy having those trees and I know you want to keep them, but I have a feeling that that's not going to work out as much as we would like. I would like to know when this development starts, what are the hours of operation? Currently I work from home, and my next door neighbors, each have small children and I don't know what the city timeframe is on noise. How long does development plan on taking and what if he does not sell out? I mean is the plan to dump all the trees and then start building once people start offering to purchase a house there? How long could this take to develop? That's basically what I need to know, because the property values are going to go up, and it's going to probably force me out of my house, as well. Thank you.

John Hammermeister, 3187 Meadowview Dr. – I have a few concerns about the about the street and the drainage, because that street is right in front of patchwork to look like a quilt. I drive around on the wrong side of the road to avoid potholes. Anyhow, the water comes through there like crazy. The water is going to be coming through also from, from this baseball field that's right by my house. I'm interested more about the about the pond. Sounds like a great idea, because there's some the wildlife out there. Are there any more details from anyone on where exactly that might end up and whether or not we can get that street some better repairs? Those are my main concerns.

Helen-Eve Beadle, Planning & Development Director – To address Ms. Lewis' question regarding construction hours, the city's construction hours are from 7am to 9pm. Mr. Hammermeister's concerns about this street condition, the Tower Ridge project is in our CIP, it is a five plus year, so it won't occur within these next five years; however, the City Council always has the opportunity working with city staff to reprioritize, any of our CIP projects. Regarding the detention pond, I'm not sure I think the engineer would be better to answer that question. I don't know if it's what we call dry detention, where it just fills up at a rainstorm and releases water at the regular existing runoff rate, or if it's a wet pond, which is really a retention pond that will always have water, and then the, the storm water would be above that and added to it.

Scott Scherer, Harris Kocher Smith - The intention for the detention pond is for it to be a dry pond. We plan to

landscape it and make it look nice.

Judith Keller, 3201 Meadowview Drive – John and Elizabeth have pretty much stated what I was going to say, especially about Tower Ridge Road, it is bad. The other thing I would be concerned about is, I'm on the corner of Tower Ridge Meadowview and the four way stop sign, you can come sit at my house one day and watch the traffic and how they run the stop sign, so safety is a real concern to me. The trees are great; we love the trees, of course, but I can't imagine paying \$350,000 - \$400,000 for a house, and then have to drive Tower Ridge Road to get to it. It's just bad and then when it rains, it's bad. We have expressed our concerns throughout several of the meetings, and I hope something will be done, safety-wise. I would hate for somebody to get hurt because of the quality of the road. Thank you.

Mayor Heidemann – Entered in, for the records: Daniel and Jacquelyn Stauffer of 3195 Meadowview Drive are in opposition. Colten and Jenny Kisner at 3197 Meadowview Drive, also in opposition. David and Linda Lovell of 3200 Peakview Drive, they are in support of the project. Patrick and Tina McGee of 3203 Peakview Drive, they are in opposition. Licia Szydlowski of 3201 Peakview Drive, also in opposition.

Mayor Heidemann closed the Public Hearing at 7:39 p.m.

Motion Tabled until a Developer Agreement is in place and reviewed by the City Attorney, Director of Planning and Development and the Developer.

BUSINESS AGENDA:

5. Consider and act on an ordinance of the City Council of the City of Corinth, Texas, amending Chapter 152, "Floodplain Damage Prevention", of Title XV, "land usage", of the Code of Ordinances of the City of Corinth and readopting Chapter 152 in its entirety; adopting new flood maps released by the Federal Emergency Management Agency; providing for the incorporation of premises; providing for an amendment; providing a cumulative repealer clause; providing a severability clause; providing a penalty clause; providing for publication; and providing an effective date.

MOTION made by Mayor Pro Tem Burke to approve as presented. Seconded by Councilmember Garber.

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

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.

Scott Garber, Councilmember inquired about the ballfields and how to proceed.

Bob Hart, City Manager stated the City of Corinth is cooperating within the COVID guidelines.

Cody Collier, Public Works Director updated the City Council on the condition of the ballfields, allowing for a season, in mid-July; also noted all other facilities are currently open to the associations.

Lowell Johnson, Council Member asked for an update on the ordinance dealing with fencing along thoroughfares.

Tina Henderson, Council Member doesn't have a clear picture of the ballfield situation regarding practice fields and would like to have a discussion in the next meeting.

Cody Collier, Public Works Director stated space isn't the issue. Some of the members prefer to practice on the game fields. There is plenty of room, it is more of a preference.

Bob Hart, City Manager updated the City Council of the purchase of the speed limit signs from the prima facie speed limit reduction.

Mayor Heidemann would like to see an ordinance on golf carts and inquired on the Lake Cities Fourth of July event.

Bob Hart, City Manager noted the golf cart discussion will take place on the June 18th meeting and isn't sure about the Fourth of July event.

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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

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

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

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

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

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

6. Consider and take appropriate action regarding a contract between the City and Wildstone Construction, LLC for the completion of the Paving, Drainage and Water Improvements for Lake Sharon Drive in an amount not to exceed \$4,100,000, authorizing the City Engineer to finalize standard city construction documents and authorizing the City Manager to execute final construction documents.

MOTION made by Councilman Garber to approve as presented. Seconded by Councilmember Pickens.

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

ADJOURN:

Mayor Heidemann adjourned the Regular meeting at 7:56 p.m.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 07/02/2020
Title: Tanko Street lighting Contract
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development
Economic Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on a Contract with Tanko Street lighting, Inc., to explore the potential for streetlight infrastructure acquisition.

AGENDA ITEM SUMMARY/BACKGROUND

Cities pay for street lights based on a tariff set by the Public Utility Commission. As cities explore options to save costs, a potential source may be ownership and maintenance of street lights. Tanko is a company that will examine the feasibility of ownership and the return on investment. Further, Tanko will negotiate with Oncor representing the city for acquisition of the street lights. The city will pay for this service only if the effort is successful.

RECOMMENDATION

Recommend authorizing the Mayor to execute the contract engaging Tanko Street lighting for professional services in the analysis and acquisition of the street lights in Corinth.

Attachments

Ownership Audit Contract
Exhibit A - Scope of Services
Exhibit B - Pricing

CONTRACT FOR
"STREET LIGHT OWNERSHIP & AUDIT PROJECT"

This Contract is made as of the 2nd day of July 2020 (the "Effective Date"), by and between the City of Corinth, TX, 3300 Corinth Parkway, Corinth, TX 76208, a home rule municipal corporation organized and existing under the laws of the State of Texas (the "City"), and Tanko Streetlighting, Inc., 220 Bayshore Blvd, San Francisco, CA 94124 a California corporation, (the "Contracting Party"). Hereinafter, City and Contracting Party may be collectively referred to as Parties or referred to individually as a "Party".

RECITALS:

WHEREAS, on February 4, 2020, the City received a Proposal from the Contracting Party for Ownership and Audit Support of a Purchase of Streetlight Fixtures within the City of Corinth; and

WHEREAS, Contracting Party provides a professional engineering, auditing and financial assessment services necessary for the City to evaluate the potential for acquisition of streetlight infrastructure from local utility companies, and upon final approval of the City Council, to acquire such infrastructure (the "Project"); and

WHEREAS, the City desires to retain the professional services of Contracting Party in order to explore the potential for streetlight infrastructure acquisition; and

WHEREAS, the City concluded that the Contracting Party's qualifications and approach will meet the City's requirements and goals; and

WHEREAS, the City and the Contracting Party desire to enter into a formal contract for the Project.

NOW THEREFORE, in consideration of the recitals set forth above, the consideration contained herein, and the Parties' mutual promises and obligations contained below, the Parties agree as follows:

1. **Contract Documents/Priority/Scope of Work** – The contract documents for this Project consist of this "**Contract**", the **Scope of Services (Exhibit "A")**, the "**Pricing**" (**Exhibit "B"**), and the Insurance Requirements (**Exhibit "C"**) (collectively referred to as "**Contract Documents**"). Each of the foregoing Exhibits are attached hereto and incorporated herein. In the event of a conflict between one or more of the foregoing Contract Documents, priority of interpretation shall be as follows: this Contract, Exhibit "A", Exhibit "B", and Exhibit "C".

The Contracting Party agrees to perform work for the Project in accordance with **Exhibit A – Scope of Services** and to comply with all terms of the Contract Documents.

2. **Term** – The Project shall be completed in accordance with the timing, Steps and Tasks as outlined in Exhibit "A". In the event that Contracting Party stops work on the Project stops for a period longer than seven (7) business days, Contracting Party shall notify City

of the reason for such delay and provide City with a proposed action plan for timely completion. Contracting Party's failure to continuously perform work on the Project in accordance with the Contract Documents, may result in termination pursuant to Section 5 of this Contract. The Parties agree to work together to establish a detailed Project schedule to ensure timely completion of the Project.

3. Price and Payment - That for, and in consideration of, the payments and agreements herein after mentioned, to be made by the City, the Contracting Party hereby agrees to commence and to complete the Project in accordance with the Contract Documents in consideration for City's payment in an amount not to exceed Sixty Two Thousand Four Hundred Fifty Dollars (\$62,450.00) (hereinafter "Compensation"), as set forth in (Exhibit B)."

3a. Contracting Party understands that based upon the feasibility of the Project as determined by City after Contracting Party has completed the Project, City intends to issue debt to pay Compensation for the services on the Project provided by Contracting Party. Within ninety (90) days after completion of the Project, City will issue debt or otherwise finance the costs of the Project, as determined in the sole discretion of City, in order to pay the costs of acquisition and the Compensation due under the terms of this Contract. Contracting Party agrees not to invoice City for work on the Project until the Contracting Party has provided the deliverables for the Project in accordance with the Contract Documents, the Corinth City Council has approved the proposed acquisition, and has properly appropriated funds for the acquisition proposed under the Project. City shall pay Contracting Party within thirty (30) days of the date of an invoice received by City in accordance with the terms of this Agreement. Contracting Party affirms that it has agreed to the deferred payment as outlined in this Section and that such deferred payment of the Compensation shall not be subject to penalty or interest unless such Compensation is not paid within thirty (30) days of the date of Contracting Party's invoice in accordance with state law.

3b. City acknowledges that estimated fixture quantity is approximately 898, but that final fixture quantity will be determined by the completion of the audit and data reconciliation processes.

3c. City acknowledges that Contracting Party will perform a comprehensive field audit as detailed in the Scope of Services (Exhibit A) for all street light fixtures in the City and that the final cost of the audit will be based on a fixed per unit price of Twenty Five Dollars (\$25.00) per audited fixture. In the event that the fixture quantities confirmed in the audit exceed the estimated quantities, the City will be billed at the fixed per unit price; provided however, that such increase in costs shall not exceed ten percent (10%) of the total estimated cost for the Inventory Audit as set forth in Exhibit "B".

3d. If, after the City defines the street light fixtures included in the project scope, the City determines that any audited fixture location is not in the scope of work for this project, City agrees to pay Contracting Party a fee of Twenty Five Dollars (\$25.00) per audited fixture for the auditing and data reconciliation services.

3e. City shall pay Contracting Party within thirty (30) days of receipt of invoice in accordance with the terms of this Section 4.

4. Right to Terminate – If either party wishes, this Contract can be terminated at any point before the deliverables are provided – in which case, there is no cost to the City and the Contracting Party is not held responsible for any part (completed or remaining) of the Contract. If ownership negotiations fail or if City Council rejects the proposal negotiated by Contracting Party, this Contract shall automatically terminate, and the City shall owe no Compensation to Contracting Party. Once the deliverables are provided and approved by the City Council, the City shall be responsible for payment for services rendered by Contracting Party.
5. Force Majeure – Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, pandemic, strikes, materials shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party.
6. No Waiver or Estoppel – Either Party’s failure to insist upon the strict performance by the other of any terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each Party shall have the right thereafter to insist upon the other Party’s strict performance, and neither Party shall be relieved of such obligation because of the other Party’s failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.
7. **INDEMNIFICATION AND INSURANCE** – **To the fullest extent permitted by law, Contracting Party agrees to release, defend, indemnify and hold harmless the City of Corinth, TX, its respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorneys’ fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or damage to or destruction of property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person or concern, (including, but not limited to, officers, agents, officials, employees, servants, volunteers, contractors and representatives of the City of Corinth, TX, its boards and commissions) relating to, arising from, or alleged to have arisen from, any and all act(s) or omission(s) of the Contracting Party, its officers, employees, agents, servants, contractors, and/or representatives in the performance of this Agreement. This indemnification shall not be limited by other portions of this Contract relating to insurance requirements.**

The Contracting Party agrees to name the City of Corinth, TX as an additional insured and will procure and keep in force at all times, at its own expense, insurance in accordance with Insurance Exhibit C attached hereto and incorporated by reference herein. A waiver of subrogation in favor of City shall be provided by Contracting Party in order to require that Contracting Party’s insurance coverage

shall be the primary coverage.

8. Licenses, Fees, Permits and Code Compliance – The Contracting Party shall be responsible for obtaining and maintaining all requisite licenses and permits and shall be solely responsible for all fees for such obligations. The Contracting Party is responsible for complying with all applicable local, state and federal laws, codes, and regulations in the design and implementation of this project.
9. Notice – Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or correspondence sent via certified mail restricted or via delivery service) at their respective addresses set forth below:

If to the City:

Bob Hart
City Manager
3300 Corinth Parkway
Corinth, TX 76208

If to the Contracting Party:

Jason Tanko
Chief Executive Officer
Tanko Streetlighting, Inc.
220 Bayshore Boulevard
San Francisco, CA 94124

10. Execution – This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered (including delivery by facsimile) to each of the Parties.
11. Applicable Law and Venue. This entire Contract is performable in Denton County, Texas, and the venue for any action related, directly or indirectly, to this Contract or in any manner connected therewith shall only be in Denton County, Texas, and this Contract shall be construed under the laws of the State of Texas.
12. Severability. In case any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
13. Entire Agreement. This Contract represents the entire agreement between the Parties covering the subject matter and terminates and supersedes all prior understandings and agreements on the subject matter hereof, whether written or oral. The Parties hereby acknowledge and represent, by affixing their signatures hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Contract. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance

on such representation, assertion, guarantee, warranty, collateral contract, or other assurance. No modifications or amendments to this Contract shall be valid unless in writing and signed by both of the Parties.

14. Time. Time is of the essence in all things pertaining to the performance of this Contract.

15. No Waiver of Immunity/No Third Party Beneficiaries. By execution of this Contract, the City does not waive or surrender any of its governmental powers, immunities, or rights. Nothing in this Contract shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Contract is intended to delegate or impair the performance by the City of its governmental functions.

16. Successors and Assigns. The City and Contracting Party each binds itself and his successors, executors, administrators and assigns to any other party of this Contract and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Contract. Except as above, neither the City nor the Contracting Party shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other Party.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

CITY OF CORINTH, TX

TANKO STREETLIGHTING, INC.

By _____
BILL HEIDEMANN, MAYOR

By _____
JASON TANKO, CEO

Date: _____

Date: _____

Attest: _____
Lana Wylie, Interim City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

EXHIBIT A – SCOPE OF SERVICES

Step 1: Ownership Negotiations

Tanko Lighting has extensive experience nationally with municipal streetlight ownership projects. This experience will be leveraged for the City's project. Our team will provide comprehensive services to support the City obtaining ownership of its streetlight assets from its utility, including:

- In-depth financial valuation of the existing streetlight system assets, including:
 - Estimation of the value in use of the system to be purchased
 - Estimation of the value on a functional basis
 - Estimation of the original book value of the assets
 - Estimation of the salvage and functional replacement value of the system
 - Estimation of the degree of deferred maintenance within the system
 - Determination of the remaining economic life of the system
- Providing financial analysis of the feasibility of ownership, including:
 - 10 and 20-year cashflow analysis with inclusion of multiple financing options and sensitivity to turnover point and cash flow
- Coordinating financing, if needed
- Initiating and leading negotiations with the utility, including the topic of definitions of value
- Presenting analysis, strategies and options to City staff and Council members via webinars, phone calls and/or a limited number of meetings
- Providing background evidence, case law, data, research, legal arguments, and precedence to support litigation to forcibly purchase the streetlight system (if necessary). Please note that Tanko Lighting will coordinate with the City's legal counselor(s) and that all court appearances, court filings, court costs, filing fees, attorney's fees, legal costs/services, and expert witness fees will be the City's responsibility

Tanko Lighting shall initiate contact with the utility within 60 days of execution of this agreement. This Step can be cancelled at no cost to the City at any point before the deliverables are provided, if either party wishes. If the City chooses not to pursue litigation and/or no reasonable offer is made through negotiations, then no deliverable is due from Tanko Lighting and no payment is due from the City.

Deliverables:

- Preliminary Financial Valuation Analysis: 10 and 20-year cash flow analysis with multiple financing options, demonstrating the feasibility of ownership.
- Analysis Presentation: Power Point presentation presenting the financial analysis, purchase price recommendations, strategies and options for the City.
- Streetlight Ownership Offer from Utility: Tanko Lighting's efforts will result in a viable offer (for example, and depending on the utility rates, cash flow positive in Year 1 with a minimum Return on Investment (ROI) of ten years or less – including LED conversion) from the utility to the City or a Court Order in favor of the City to purchase the streetlight assets that results in:
 - Agreement start date for transfer of streetlight assets based on the City's preference that allows for sufficient preparation (including audit, design and turn-key conversion preparation); or
 - An alternative offer from the utility of substantial benefit to the City.

- Supporting Documentation: Case law, data, and other background evidence to support the City's legal case to purchase the streetlight system.

Step 2: Inventory Audit

Ideally, Step 2 would be conducted simultaneously with (or soon after) Step 1 to analyze the existing streetlight inventory and fully prepare the City for the subsequent Steps (LED conversion and maintenance). An excessive postponement of Step 2 will reduce the City's readiness to move forward once the ownership takes place and will delay cost savings. Thus, we recommend that Steps 1 and 2 start at similar times, which will streamline efforts.

Please note that regardless of whether the City already has LED fixtures in its system, it behooves the City to proceed with Step 2 because it will provide a blueprint of existing fixture locations, reconcile the City's utility bills and provide ample design if the City wants to standardize the LED fixtures.

The following tasks will be part of Step 2:

Task 1: Comprehensive GIS Audit of Existing Streetlights

In our experience, a proper GIS audit is essential to equipping the client with a comprehensive and accurate understanding of its existing infrastructure. The GIS audit is pivotal, as the data collected enables appropriate design and product procurement. The GIS audit also results in streamlined installation, as it identifies potential obstructions and other on-site challenges, as well as enables our team to effectively manage the installation by knowing which replacement fixtures need to be installed at every location – ahead of time. Having this data prior to the installation phase is crucial when coordinating multiple installation crews simultaneously. Further, by not subcontracting this critical service, Tanko Lighting minimizes costs.

Our data-driven approach to project implementation has defined our success. From GPS location coordinates to fixture wattages, accurate data collection and data management is the backbone from which our methodology stems. It is essential to proper design – which is why our auditors collect more than thirty fields of data per streetlight fixture.

Tanko Lighting's approach to the audit is an in-field strategy that poses the following advantages:

- Our initial audit has a 98% accuracy rate after the initial visit. Since we identify and rectify any missing data or errors, our final error rate is significantly less than 1% - which is further rectified during the installation and final commissioning phases of a project.
- Using trained auditors in the field at the onset of the project enables our team to obtain the most definitive, up-to-date data set possible. While we supplement our field data with digital data sources (e.g. aerial imagery, street-level imagery, and City/utility inventories), the integrity of its audit is never dependent on the age or accuracy of available digital data sources.
- Our in-field approach provides the greatest accuracy and access to the pole and fixture. In person, we can identify potential safety issues, such as leaning poles, exposed wiring, or structural damage, to the pole/arm/fixture. We can also verify pole numbers/labels and confirm any locations where numbers/labels are damaged or missing.
- Comprehensive access to the pole and fixture allows for a more conscientious design. Because our team collects so much information that can only be gathered in person (e.g. fixture wattage, various height/distance measurements of the light and street, and factors that inform lighting

levels and distribution patterns), we can create a highly-customized design tailored to a City's specific lighting needs – and identify any concerns from the project start.

- Collecting data in person gives our team the highest possible certainty of what is in the field. This precision means that we do not waste money on extra fixtures and does not waste time ordering more at the end of the project to make up for any shortfalls due to inaccurate data. This precision also minimizes sloppy design (and inherent lower energy savings) – which are more likely from a subcontracted audit.
- Informing the City of which fixtures are eligible for purchase in the system and the quality of those assets, based on the pole conditions identified through the audit.

The preparation phase for the audit will involve the following activities that are critical to the accuracy of the data collection:

- Tanko Lighting working with City staff to clearly define audit scope, including priority areas and/or City borders or other areas containing non-City-owned fixtures.
- Our team developing and providing to City staff for approval a list of the characteristics (the “Audit Attributes”) of the data that will be collected during the audit.
- City staff providing our team with all available City and utility records for existing inventory.
- Our team reviewing these data records to determine which should be utilized for the data reconciliation phase.
- Our team requesting inventory data from the utility.
- Our team developing audit maps, scheduling and dispatching auditors to the field.

Once the preparation phase is complete, the audit will commence. We will collect data on the existing inventory and identify attributes on-site, including:

- Global Positioning Service (GPS) coordinates (latitude, longitude) of each fixture location and date of capture
- Fixture type
- Lamp type and wattage
- Pole material, mounting height, and arm length
- Pole ID number
- Street width and configuration (e.g. intersection, crosswalk, cul-de-sac)
- Electrical feed (overhead, underground)
- Visible issues (e.g. pole leaning, fixture damage, tree obstruction)

Our auditors collect and transmit data points daily. We will compile data weekly to provide the City with a Weekly Audit Report (a sample can be provided upon request). The Weekly Audit Report will enable the City to identify and address any immediate safety concerns, as well as other issues – such as tree trimming – that may need attention prior to project installation.

Please note that, during the audit, we will collect important condition assessment data points that will be analyzed during a subsequent contract for a field-verified valuation assessment. Please see the Pricing section, below, for more details.

Unlike other potential providers, Tanko Lighting is an industry expert focused solely on streetlighting. We have built our own in-house data team with the right blend of both streetlighting technical expertise and data analysis skills to collect and reconcile accurate project data (note that we never subcontract out the audit services). Further, our field auditors have accurately collected data on tens of thousands of streetlight

fixtures nationwide – ensuring that the City’s audit will be conducted by highly qualified professionals with tremendous experience. This renders Tanko Lighting as the most qualified to perform the GIS audit, as our staff is significantly experienced in the nuances and characteristics of all streetlight installations.

Deliverables:

- Weekly Audit Reports: An overview map listing the locations completed during the data collection phase (showing both weekly and comprehensive progress), along with a description of any issues that the City would need to devote immediate attention to – including electrical hazards, tree trimming needs, etc.

Task 2: Data Reconciliation

Tanko Lighting has developed a methodology to capture every streetlight asset owned by the municipality. Using precise GPS technology and expert streetlighting GIS Analysts, our team reconciles every asset it locates in the field with each record in the utility's invoice/inventory to ensure that it has identified and converted all eligible assets. We share this information with customers during the pre-conversion phases of the project so that the municipality knows exactly what they own, and exactly which fixtures will be converted. Additionally, the data reconciliation phase serves as a quality control check of the utility’s data from the ownership process – providing the City with confirmation of its newly-owned assets.

Simultaneously with the GIS audit, our team will conduct a thorough and detailed investigation of the City’s existing records, including utility billing records and maps. Tanko Lighting will reconcile these City records with the data from the City-wide GIS audit to confirm ownership, eligibility for rebates, and billing record accuracy. In our team’s experience, cross referencing these various data sources results in extremely precise and clean data because most projects typically have a utility billing discrepancy of approximately 5 – 10 percent of the inventory quantity. This results in cities being over-billed by their utility. We will identify discrepancies through the data reconciliation process, include this information in the subsequent negotiations with the utility, and will assist with remedying the bills on behalf of the City.

The data reconciliation report will include the following items:

- Analysis of locations confirmed during the audit
- Analysis of locations appearing in the utility records but not in the confirmed audit records
- Analysis of locations confirmed in the audit records but not in the utility records

Deliverables:

- Reconciliation Report: A concise report detailing any discrepancies found between records during the data.

EXHIBIT B - PRICING

Please find our pricing in the table below.

Pricing			
Step	Pricing	Estimated Quantity*	Extended Price
Step 1: Ownership Negotiations	A fixed fee of \$40,000 will be due only upon the successful completion of the deliverables associated with the scope of services outlined above.	1	\$40,000
Step 2: Inventory Audit	\$25.00 per fixture	898	\$22,450
TOTAL CONTRACT PRICE:			\$62,450

*Note: estimated fixture quantity is approximately 898, but that final fixture quantity will be determined by the completion of the audit and data reconciliation processes. If final quantity exceeds the estimated quantity, the City will be invoiced on the fixed unit price for any additional quantities, provided, however, that such increase in costs shall not exceed ten percent (10%) of the total estimated cost for the Inventory Audit.