



**** PUBLIC NOTICE ****

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

**Thursday, August 8, 2019, 5:45 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2019-2020 Annual Program of Services and Capital Improvement Program.
2. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

ADJOURN WORKSHOP SESSION

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

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

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

CONSENT AGENDA

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

1. Consider and act on minutes from the July 18, 2019 Workshop Session.
2. Consider and act on minutes from the July 18, 2019 Regular Session.
3. Consider and act on a Resolution Supporting the City Of Corinth's Application to the Texas Department of Transportation's 2019 Transportation Alternatives Set-Aside (TASA) / Safe Routes to School-Infrastructure (SRTS) grant program.

4. Conveyance of real property located at 2003 Corinth Parkway from the City of Corinth to the Corinth Economic Development Corporation for economic development purposes.

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

5. Consider approval of a resolution of the City Council of the City of Corinth, Texas placing a proposal on the September 19, 2019 City Council Public Meeting Agenda to adopt a 2019 tax rate that will exceed the lower of the rollback rate or effective tax rate; calling two public hearings on a tax increase to be held on August 22, 2019, and September 5, 2019; requiring publication of a *Notice of 2019 Tax Year Proposed Property Tax Rate* in accordance with the law; and providing an effective date.
6. Consider and act on Community Waste Disposal (CWD) Rate Adjustment.
7. Consider and act on the acceptance of BlueCross BlueShield of Texas' proposal for City's employee medical insurance benefits for FY 2019-2020, and authorization for the City Manager to execute any necessary documents.
8. Consider approval of a contract with Kimley Horn and Associates for professional services related to the City's Comprehensive Master Plan update and Parks and Trails Master Plan in the amount not to exceed \$299,950 and authorize the City Manager to execute any necessary documents.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

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

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

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

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

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

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

ADJOURN:

Posted this 2nd day of August, 2019 at 11:30 a.m. on the bulletin board at Corinth City Hall.

Kimberly Pence, City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 08/08/2019
Title: Annual Budget Workshop
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2019-2020 Annual Program of Services and Capital Improvement Program.

AGENDA ITEM SUMMARY/BACKGROUND

The City Charter, Section 9.02, requires that the City Manager be responsible for submitting an annual budget not later than sixty (60) days prior to the first day of the new fiscal year. In compliance with the Charter requirement, the Fiscal Year 2019-2020 budget was submitted to the Council by Tuesday, July 31, 2019 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2019-2020 annual budget and to provide staff direction.

The City's budget development procedures are in conformance with State Law outlined in the Truth in Taxation process. The complete budget timeline is provided below.

Meeting Date	Budget Agenda Item
July 31	Publication of the Proposed Annual Program of Services (Budget)
August 1	Council Workshop - Budget Overview
August 8	Council Workshop- Discuss Governmental Funds, Special Revenue & Fleet Replacement Program Council vote on Published tax rate and to set the public hearing dates
August 22	Council Workshop on the Budget - Discuss Proprietary Funds & Capital Improvement Program Approve Crime Control & Prevention District Budget First Public Hearing on the Tax Rate
September 5	Council Workshop on the Budget Second Public Hearing on the Tax Rate Public Hearing on the Annual Budget
September 19	Adoption of the Annual Program of Services (Budget) Adoption of the Tax Rates and Tax Rolls

RECOMMENDATION

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 08/08/2019
Title: July 18, 2019 Workshop Session
Submitted For: Bob Hart, City Manager
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

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

RECOMMENDATION

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

Attachments

Minutes

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

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

Members Present:

Mayor Heidemann
Scott Garber, Council Member
Kelly Pickens, Council Member
Tina Henderson, Council Member
Lowell Johnson, Council Member

Members Absent:

Sam Burke, Mayor Pro-Tem

Staff Members Present

Bob Hart, City Manager
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director
Patricia Adams, Messer, Rockefeller, & Fort
Jerry Garner, Police Chief
Michael Ross, Fire Chief
Cody Collier, Public Works Operations Director
Helen-Eve Liebman, Planning and Development Director
George Marshall, City Engineer
Jason Alexander, Economic Development Corporation Director
Guadalupe Ruiz, Human Resources Director
Brenton Copeland, Technology Services Assistant Manager
Lana Wylie, Sr. Administrative Assistant

Others Present:

CALL TO ORDER:

Mayor Heidemann called the meeting to order at 5:45 p.m. At this time we'll be going over item number one on the workshop session.

WORKSHOP BUSINESS AGENDA:

1. Receive a report and hold a discussion on the 2019 Corinth Resident Survey.

Lee Ann Bunselmeyer - Director of Finance, Communication & Strategic Services – Good evening, we will be discussing the Citizen Survey and this was conducted by the students from UTA, as was the previous from 2017. We do them bi-annually to compare and contrast to see how well or if there's areas for improvement. This is the presentation the students prepared at a very high level evaluation/summary that was provided to you in your back-up.

The survey was to identify and measure our communication and quality life, planning and economic development, public works, public safety and also utility operations. If you took the survey, it asks whether it meets expectations, less than expected or exceeded expectations, those were the same categories we used in 2017, we used a lot of the same questions so that we could compare from one survey to another.

Starting out with Community Relations and Quality of Life. Before we get started, they conducted the survey in February 2019, we had just started pushing our communications so I think in two years we will see a vast improvement with what the community expects with our communication efforts. At this time, 51% said our services are what they expected, 17% was better than expected and 32% was less than expected. When we looked at issue areas, the website, there were a lot of comments about the website being unfriendly, items were hard to find. With our new website, we had a lot of feedback on how easy it is to use and it's not complex. Overall on the website, 64% said it was what they expected. Some of the negative comments were on trash services, dissatisfaction with the cleanliness of the streets or not picking up trash. That was mostly the negative feedback on communications and quality of life. Overall it was exceeding 50% on our special events, 19% was better than expected. The ongoing comments is that they would like more events. This is one of the areas where they like the events, they just want more.

Moving onto planning and economic development within the city, it was average or what they expected of almost 50%, it was less than expected, 43% was same as expected and 7.14% was better than expected. The areas for comment were on high speed internet, employment opportunities in Corinth, not having enough of those and a lot of comments on broadband and wanting more options and faster speeds. Also a few comments on not having enough employment opportunities. The areas were spotty internet, not enough sit down restaurants, good retail and some comments on the commuter rail, this was a new question this year so we could gauge the response in two years and on this, 53% were not satisfied with the effort around development in pursuing the rail stop.

Moving onto public works, 83% of the responses on average reported expectations that met or exceeded. Public works ranked highly on the last survey, as on this one as well. There was little shift on progress so they stayed consistent between 80 – 85% above expectations. The issues we had were mostly with the number of sidewalks, 33% saying needs were not met and wanting more around schools and parks. There were comments about rainwater infrastructure not meeting expectations but mostly it was regarding sidewalk repair and mowing of street medians.

In wastewater, it was the cost of the water. Water bills being too high were mostly the only negative comments we received on water/wastewater. Other than that, everything stayed consistent with 86% being at meeting/exceeding expectations.

Public Safety, there was a 14% decrease from the 2017 survey on the Fire Department but that wasn't a big shift. Issues reported were lack of staff and leadership in Police and loose animals. We had a few comments on animal control, increased response times on calls to the fire department and low staff members east of I-35 for the fire department. I know with the new fire station that addressed that, I believe the fire station opened in February, after the survey was conducted.

That's just a quick summary, any questions?

Council Member Garber – Did the number of respondents increase?

Lee Ann Bunselmeyer - Director of Finance, Communication & Strategic Services – Yes, we had about 200 in 2017 and about 320 this year.

Council Member Garber – That’s a pretty substantial increase. The communication effort is working.

Lee Ann Bunselmeyer - Director of Finance, Communication & Strategic Services – Yes, I expect that next time we’ll probably be able to increase that substantially. Again, in February, March, we still had about 500 Corinth residents that were following us on social media and now we’re up to 1,500-1,600 and that increases every day. On the next survey, which has proven to be very helpful to us, we will do Facebook ads based on geographic area of Corinth. We did this with Easter, trying to get people to engage with us and we’re getting a lot of traction on that so the next time around we’ll do one of those Facebook ads to get the message out more. We’ll have Nextdoor also, we didn’t have it in February.

Mayor Heidemann – Next time you request the survey, will you be able to measure the effectiveness of the apps?

Lee Ann Bunselmeyer - Director of Finance, Communication & Strategic Services – We will definitely add more questions about our digital communication. You’re correct, in two years we’ll have already tripled our platforms and by then we’ll have the others as well so those will be good questions to add.

2. Receive a report and hold operational discussions on the Fire Department, Police Department and Public Works Department.

Cody Collier – Director of Public Works –We’ve had several big projects, trying to get some of them wrapped up. If there’s any questions on comments, feel free to interject and I will address them as we go.

The minor change we were disappointed in was our summer camp. We had hoped to have two summer camps this year but we couldn’t find a second camp location so that was the one thing that changed.

Some accomplishments, the Asset Management program was completed and we’re looking at moving forward doing some additional work with Asset Management and doing some street inventory and street collection moving forward. APWA Accreditation, everyone recalls, one issue we’re working on now, everyone’s seen the work going on around town with all the other concrete street repairs we’ve been doing. That was about \$290,000 worth of concrete to repair that has just wrapped up this week. All the backfill is complete. Now we’re starting to look at addressing sidewalks, we’re mapping them out and identifying issues we need to address. The issue is the expansive soils, we have a lot of clay so with the extreme heat and the rain, the soil swells which is what causes sidewalk failures. Sport association contracts have been renewed and everything is going well. Every year we negotiate and what the associations would like to ask of us. This year they didn’t ask for anything new.

Public Works remodel, we’re ½ way through phase one, phase two has begun, because they were done through two separate contractors. The inside of the facility is approximately 99% complete, they haven’t begun the exterior renovations yet. They’ve been waiting on the material to come in for the exterior. Schmoldt Construction who has phase two, which is in conjunction with the fire

department, working on their training facility, our equipment storage facility and redoing some of our parking lot grading. It's holding up phase one so that they can finish the paving, then phase one, they will come back in and do the façade on the building which will complete that and I'm hoping both phases will be wrapped up in three months.

Green Ribbon project, this is complete on our end and out of our control. We were told that we were awarded and it would begin in the spring, then this spring they moved it to summer. I asked last week and they'll be meeting next month and will let us know when construction will begin. As of right now, I still don't have an answer but when I do, I will inform everyone. This will be the planting, irrigation, trees, flowerbeds, everything along 2181 and the north portion of 2499.

The Tree City USA affiliate, we have everything ready to go, the Arbor Day folks aren't accepting paper applications at this time, the online system is down and they've asked us to wait until September to submit so that we can receive that accreditation. We are on track with completion of this too. This year we had 397 potholes, 365 linear feet of sidewalk replaced, with a long list of other sidewalks to follow. My self-imposed goal is to try to have about 80% of our work orders resolved within five days, just for customer service, making a presence and getting everything taken care of. Unfortunately, we're sliding behind my personal goal but I was happy to see the residents are pleased with our progress. We are working to get this number back up, with aging infrastructure and the number of personnel, we are falling a bit behind trying to keep up.

We're in the process of finishing up the rubber mulch project at all the parks. We're at Garrison and Cliff Oaks and that should be finished tomorrow. We've had a lot of positive feedback, it will be less maintenance if it works well. Drainage, this is a three man crew. This year our MS4, separate storm sewer permit has to be renewed every five years, it was finalized and sent off this week to stay in compliance with the TCEQ. All previous years we've met requirements and have had no issues with our storm sewer systems. Becker Disease Control has done a fantastic job controlling the mosquito population.

We had zero west nile cases last year and so far this year. Part of the MS4, we have to inspect our storm drain inlets. At the time of this presentation we physically lifted almost 1,400 storm drain inlets. 88 had items to be removed and disposed. We're able to hit 90%, they're easier because you can get there and resolve the problem quickly. It's more difficult in streets because it takes time, more labor intensive.

Water/wastewater, we are on phase three for the installation of the Tomahawks, they're 100% installed. We went from about 900 units reading by AMI which is the radio read. The remaining 6,000-6,200 were still on a drive by system but since he's been installing the collectors, we're up over about 5,000 that are picked up by AMI and that number is increasing. He has a few more data collectors he's installing around town, and once we get everything up and running and functioning properly, I will come back and provide a demonstration and education on how to use the portal. We will get that to council, publicize it and push it out to the residents so they can get all the benefits of monitoring their water system. State reports, lead and copper water samples passed and were accepted, so we're in line with lead/copper within the city. This past year, 23 water main repairs, two water pump repairs at the water pump station, the pumps are older but still function fine, just need maintenance to keep them in good working order.

We have 13 lift stations, 316 water quality samples. If you look at the total average for the year combined, we'll be over 2,000 water quality samples. When you take everything into account that we do between nitrates, nitrides, lead, copper, bacteria, there's a lot of yearly samples. You all see this a lot of the time, regarding water flushing and why we do it. In case you get that call, it's

because in the summertime, especially now, because we've had so much rain, residents aren't using as much water. In the heat, chlorine residuals drop quickly. You have to require a certain threshold for chlorine at your furthest point which is a 1.0, so when folks aren't using water and it's hot, the tanks physically get warmer, so the chlorine residuals drop, which forces us to have to flush water, to pull it through the system to maintain a higher chlorine residual for safety and for drinking. Six water storage tanks maintained, just over 7,200 water accounts. We are 100% installed on our transponders at this point.

Some of the challenges remain the same, retaining employees, hiring qualified people, we seem to lose those folks. There's a lot of competition in the area. This is one of our main challenges but we're doing well.

The biggest issue we're facing is asset management and funding for repairs. We need to focus and prepare for moving forward.

A quick update on our project status and budgeted for this fiscal year:

Street repairs, approximately \$290,000, all wrapped up this week.
Backhoe – purchased and delivered approximately three weeks ago
Rubber mulch is being installed now
Street striping has an anticipated completion of approximately 30 days
Transponders are complete
Soccer nets were installed
Updated on Green Ribbon
Updated on the Tree City USA program

Mayor Heidemann – Great job!

Fire – Chief Ross –

We restructured by focusing on where our work is applied and how it was being distributed to the staff. With the restructure we hired a prevention specialist, David, he is doing very well. He's hit the ground running, taking it seriously, working with the businesses and the schools.

I am working to fill a division chief position. As an operations chief, I was a terrible training officer because there's so much stuff that goes into the daily operations, dealing with all of these people, their needs and the citizens. It's really where the rubber meets the road and it's hard to step away from that and focus on locking yourself down and developing quality training and staying on top of all of that. One of the things I did, was separated that out from it. I feel like I have a position that their primary focus is going to be to maintain our training requirements for Fire, EMS and all the other stuff. We have police officers in the fire department and have to work with PD to maintain all those requirements. We have so many entities to report to and each has their own training standards and requirements, there's a lot to maintain, so I wanted to put that focus there. That allowed me to restructure. There was some cost savings, which never hurts but also, the biggest thing is we're able to place folks in position on the areas they really need to be in and not overwhelming. So far it's working, I just need to get that position filled.

We've been busy, when you go from two to three stations, it complicates the process considerably. Which station is closer, travel direction, etc. We rewrote our response plan to identify a point on a map, which station should be called first through last and then who's the mutual aid. It saves time, which will reduce the call time, which will also reduce response time.

We're excited about our ISO-2 Rating, we worked with the water department and several other groups to help put that plan together. We'll see some insurance savings throughout the Lake Cities. We're in our new public safety facility and fire station three is open. We have our nine safer grant positions hired. We were able to do that and start the funding a month early. We were aggressive in our hiring practice. I looked at how we were doing it, it was extremely inefficient. One example, we would bring the candidate in for a physical agility test, then we would call a week or two later to schedule a suit and tie interview, it was a lot of delays. We now interview immediately after the agility test. It saves two trips and a suit if they didn't own one. We were able to streamline the process and from that list we got the history statements out, got those back and were able to move through them.

We had 12 applicants, we had a few vacancies we filled all of those vacancies, including the nine in about three months. We were aggressive and I feel like we had very quality people. At the end of the day, I'd rather have nobody in that position, than the wrong person. I'm not letting just anybody go into your house with your grandbabies, your children and put them in the back of an ambulance and drive off with them, that's just not going to happen. We're getting a lot of good feedback from the crew and the process and even though the urgency isn't there anymore, I think we'll maintain many of those practices.

We're conducting a comprehensive analysis using the center for public safety management. We've shared all of our data and currently there's a lot of back and forth. They're processing numbers and at some point they're going to want to come visit with Council, the town managers, to help finalize. We feel very confident about doing a good job but sometimes you don't know what you don't know and it's good to have objective eyes come in and either validate or provide opportunities for improvement. We have to be sure that we have quality service and that our processes, our fiduciary responsibilities, our practices, how we interact, we want that to be as good as we believe it is. This is a good way for us to validate it. It is similar to an accreditation.

We discussed restructuring the command staff and the high school fire academy has 12 or 14 students this year and it's growing. I get blame for creating that program, there's now one in Gainesville, Lewisville, Little Elm, there's four or five that spun off of our program, after coming and talking to us. Abilene drove in, brought the school district, the city, the fire department. We had a big round table helping them to figure out how to do it.

Councilman Garber – How many of the students did we hire?

Fire – Chief Ross – We hired one but I had to ask him to resign because he failed paramedic school. We're working him through the program again. He's excited about getting in and getting on with life. Several have moved toward getting their degrees and their intentions are to come back afterward. The program is still very new. Some have decided they like the ambulance side. This is an investment and we need the tree to grow. Some are using the program as a competitive springboard because they can show what they've done, its proof that they can succeed. It demonstrates their ability to apply themselves. From a community standpoint, our intent was to have more people become eligible to be firefighters but I think it's done more than that and that's exciting.

Councilmember Pickens – How many people have graduated from the program?

Fire – Chief Ross – We had six or eight one year and about the same the next, maybe 10.

We're part of the Texas and National Response Program. Nobody has all the resources and we're glad to help because it exposes us and increases our body of knowledge. There aren't many of us who has had to deal with flood waters but who's to say we won't have to, maybe on a smaller scale than Harvey but we had people in Harvey managing water events. This is valuable knowledge we can benefit from here in Corinth. We don't have mountains but being able to expand your knowledge and way of thinking about wild land fires, from fighting them in CA, the plains or out west. If we get a couple hundred acres burning down by the lake, if someone's seen that before, though it takes us away from here, we have resources available to backfill. We're usually compensated/reimbursed but at the end of the day, we've grown our body of knowledge.

Disaster management and planning, trying to get ready for it before it happens. Our fire coded option, enforcement, inspections and educations – our game really has been increased with the addition of this one person that primarily, that isn't their focus and bringing a lot of good to the table.

We're redoing our public education in schools. I am looking to bring half of the school in the auditorium for a 15 -20 minute presentation, then swap the other half of the school. This will free up much of the instructional time and take up only one of their class periods. It doesn't require a fire truck to be at a school all day. It is expensive when you do it for a month. We'll try to be more entertaining with our presentations, with the smaller groups, get through that and then have a big open house in October, which we'll advertise in the schools. With the open house, the families can come out, we'll set up the fire trucks, invite the police department, the helicopters, 911 dispatchers...an open house field day. It's a more efficient use of our resources, the message is stronger and more involvement. Bob and I discussed, maybe we do a smaller open house, in the spring at each of the fire houses, so that people in their community could see their fire station, create community involvement. Here's some numbers: 8,000 children from pre-k, day cares, up through fifth grade, including high schools and academies. We had a citizen's emergency management academy, we've joined forces with Police, we're going to have a joint public safety academy and we are very excited about that. We darken the doors of every business in town to make sure it's safe for you to go inside and spend your money. Between the public education programs, our appearances our ride outs, station tours, there's something going almost every day of the year.

Calls, we're at 3,310, we get there about 28% of the time within four minutes. This data doesn't reflect the third firehouse. Now that we have a presence on the west side of 35, I suspect that the percentage of time that we're there within four minutes will increase. About 89% of the time, we have to do something, it could be spraying a fire, turning off the water, unlocking a car. Only 11% of the time we're not required to do anything. Our calls trended up, they were down in 2017 but are back up. As of yesterday, it was almost call for call from the previous year. Historically we've gone up almost 12%. With the new response plan, it is broken up as per the slide presentation. There's some areas by the interstate, called transition areas, that I'm watching the response time details but right now, seems to be a pretty good plan. There's nine warning signs, we're looking at integrating, updating, putting them all together. An area of focus that we need to think through is that someone has to physically drive to the office to push the button. We're working on ways to automate this process. Response times, we've talked about how three stations will improve this. Fire agreement renewal with the Lake Cities has been a huge priority of mine to improve and maintain those relationships and I have received a lot of positive feedback, emails from John Smith about how well things are going, effective leadership and a long talk with Mayor Clark from Hickory Creek and Wendy from Shady Shores, they're not afraid to talk with me. John Cabrales with Lake Dallas, a lot of good dialogue, a lot of good rapport. I think there's a lot of trust and my

goal is to be very transparent and very open with them and very helpful. I am not just your fire department, I am theirs also and I take that role very seriously.

We're working on succession planning. We're trying to look at how we develop those in a leadership role, those who are currently in roles as captains and drivers. We do a good job getting them to that point. We have established processes for the recruits but once they get into the role, as an industry, we don't do a great job at that, which is an area of focus for me, to be sure they have the ability to continue to grow even at the mid-manager levels. Any questions?

Mayor Heidemann – Keep up the good work, great job!

Police – Chief Garner – Mr. Mayor, Council, we're going to tell you what your police department's been up to and where we think we're going. Our mission has been simplified and brought in line with what the city's mission is, Quality of Life. Quality of life, that's what it's all about. You can have the most beautiful parks in the world but if you're afraid to go in them after dark, you don't really have a good quality of life. One of our jobs is to keep people from being afraid in addition to providing service. It kind of goes along with our mission, we see our job as being a working partnership with the community. We can't do our job unless the citizens support us and agree with what we're trying to do. Values have stayed the same, I think you'd identify with those and you've been seeing them for a long time from our department: honor, integrity, pride and service. We came up with some very simple goals. My experience has been that cops do a pretty good job of what they're supposed to do if they know what they're supposed to do. We made it simple, whether it's dealing with a bad guy or driving your car, work safely. Use your equipment properly, use your training properly find a way to help is kind of a motto, exceptional customer service. If your loved one needed help from the Corinth Police Department, how would you want them to receive it? That's what we expect our people to do, then the simple thing, kind of self-explanatory, do the right thing, whether on or off duty, you live in a glass house as a police officer and you're highly visible. Don't embarrass your department, don't embarrass your community.

We simplified our organizational chart, we did away with the assistant chief position. We had two lieutenants that were doing a huge amount of work for the department, in looking at that we determined we needed to reclassify them, Captain Tyson and Captain Gregg were promoted based on their responsibilities and it mirrors other police departments. We also have a lieutenant position who's in charge of professional standards, which includes recruiting, hiring, internal affairs. Our captain of support services, Captain Gregg, he does everything to support the people who wear the blue uniforms on the street. You find our school resource officers, our three detectives, supervised by the detective sergeant, all support functions are with Captain Gregg. Captain Tyson supports patrol, operations people in the blue uniforms out on the street. We have sergeants, who in charge of their individual teams in patrol. When they're off, the corporal is in charge. The corporal in many cases is a sergeant, a first line supervisor in training. This is what we try to do as our succession training.

National Night Out is always a big event, where we're able to get out and mix with our community, I think the people in Corinth definitely like to see this, more and more departments across the country don't offer this service any longer. They say they don't have time, we think it's important that people want somebody to look in when they're out of town, on vacation or whatever it may be. We have volunteers who help us with this. We have three school resource officers dedicated to the schools. Schools want that, they feel better when the officers are there.

We have a CSI youth camp going right now, this week. We have 30 children this time and they have a lot of fun, as far as learning about law enforcement, forensics, etc.

8900 calls for service in 2018. Regarding traffic related incidents/accidents, the amount of time we spend. We receive calls all day long for I-35, of reckless driving and we respond to all of those. The irony is while people of Corinth are paying for our services, the people receiving those services are the people driving through, most of the time, not all of the time, but most of it. We have to provide that service. CID unit, detectives, basically, 700 criminal cases they had to work in 2018 and filed 451 criminal cases with prosecutors so I describe that as busy and steady but not overwhelmed, which is what you want. They could be overwhelmed on any given day based on the case.

Animal Services, steady, not overwhelmed, but what we picked up on is that people would like to see more patrolling from our animal services officer so one of the directives we put out was that we want you in the neighborhoods more, kind of like they like seeing a patrol car in the neighborhood. I think you'll be seeing more visibility from our animal services officers. I said we have people help us with the vacation house watches. These folks are incredibly valuable to us. Our volunteers in police service, we have about ten people in that group but four or five that are always there and always doing these things. These may be senior citizens, they may be the folks who are checking your house when you're not here. Patrol cars also check your home but these folks do this as part of their duties, in addition to some other volunteer work they do for us. They are great, they are a force multiplier. Like the fire department, over a period of years, if you go back to 2011 or 2014, we see a steady increase in our calls for service. In 2011 we received 19 calls for service per day, now we're up to about 24. Those are citizen initiated, not where we're finding or initiating on our own. You're seeing that slow increase but this is something we can all be happy about, we don't have much violent crime in Corinth and you can see that over a period of years. One of the items we're happy about is the downward trend. I wish I could say it's going to continue, I can't guarantee it will but it is nice to see the amount of crime that's reported to us. All of this is reported crime. I mentioned that we had 12 car burglaries reported to us the other night, we had more than 12 only 12 reported it. All we can count is reported crimes and this is a great trend that we're happy about.

Challenges in the coming year, we are in fierce competition with every police department, particularly in north Texas but in Texas overall. The kids coming out of law enforcement academies, frequently look at the money and very often the large departments can pay more money so we're fighting with all the departments, all the folks that are hiring and we want the cream of the crop so we're going after the same people, all of us are. This is tough. We have some ideas that should work well for us. We expect, the next two are just logical as the city grows, we'll see more calls for service, more traffic coming through which is going to generate more work for your police officers. This is just a fact of life in the world, whether what you pay your officer to stay competitive or whether it's the cost of the police car or the radar gun the officer uses, the prices are going up and that stuff is getting more expensive, which is just life in general.

We, law enforcement within the United States, Denton, Denton County, Texas, all the resources we need for dealing with the mentally ill. Sometimes, the mentally ill folks we deal with get into suicide by cop mode. Most of the time we're able to prevent this from happening but it's a danger when you have an individual who is that sad, to go that direction. One of the other challenges, you've got to train. We're doing more of it and we're doing better quality training and you have to do it even when you're not fully staffed. You can have some vacant seats and you can pay overtime to get the required training. It's pay me now or pay me later. If you don't train, you could be hit with a law suit. One item you'll always get hit with is failure to train. We have to do the training and it's the right thing to do for the officers. We ask these young men and women to do these very difficult tasks and how do we expect them to do them if we don't train them. I/we have the obligation to train them in what it is, they're supposed to do.

With the challenges, we have a lot of good things happening. The fire chief mentioned we'll be doing a joint fire/police citizens academy that will be fun. We have good people, so that is a positive as well.

Mayor Heidemann – With the new multi-family buildings that are being erected here, does that change your way of patrolling or does that impact you in terms of some of your requirements?

Police – Chief Garner – As you get more individuals, you have more people that need everything, whether it be fire or police services. With greater numbers, you pick up your calls for service some but I think that what I'm seeing from the type of housing, multi-housing we're bringing in, it's not going to be individuals who raise our amount of call level a whole lot, so just more folks being here and more cars being here will pick up some. There will be some affect.

Councilman Johnson –how is our clearance rate for part one versus part two? If you don't have them, you could get them out to us. Part two is property crimes, criminal mischief, etc.

Police – Chief Garner – We can definitely get the accurate figures but maybe Captain Gregg could give an overview of the numbers because he runs investigations

Police – Captain Gregg – We will pull the exact numbers but when people rob banks in Corinth, we track them down and we track them down quickly. Assault type offenses, that's a high clearance rate as well, because usually someone is on-scene pretty quick.

Councilman Johnson – What about your residential burglaries, business burglaries? People get most angry with those types.

Police – Captain Gregg – We put quite a few of those people away too, like the recent coin shop. We arrested the guy and his accomplice. To get exact numbers, we'll have to pull them.

Councilman Johnson – Not sure how long you keep the records but it would be interesting to see them.

Police – Chief Garner – Nationally, burglary doesn't have a very good clearance rate. One of the nice things that happens, as you know, it's not his only burglary he ever did, so you clear a whole bunch of burglaries when you catch one.

Council Member Henderson – What happened in 2017, numbers were way up? Was that across the board nationally or is that just our town?

Police – Captain Gregg – 2016/2017 was a very busy period because we had a lot of road construction. We were busier and I believe nationwide the numbers were higher as well. For us to see the decrease, that's against the national average because everything is steadily going up across the nation.

Police – Chief Garner – I think any police chief will tell you that it's impossible to say why crime went up or down. The saying in our business is if you want to take credit when crime goes down, you better be ready to take credit for it when it goes back up. It will, at some point. Sometime it can be as easy as catching auto-thieves or a gang of burglars and that puts them out of business and your crime rate drops.

Council Member Garber – I wonder how much of this is related to prevention. I left my garage door open once and didn't know that Corinth did this but found a note on my front door that said we observed that your door was open. I know a lot of crimes have to be crimes of opportunity and that note on my door, it hit home and I've kept it closed ever since. I wonder if those types of activities don't feed.

Police – Chief Garner – Yes, that happens and most of our car break-ins aren't break-ins, they just walk down the street, shaking doors. They find a lot of open doors with valuables in them.

Police – Captain Gregg – Have you seen our 9:00 p.m. posts? It reminds people to lock their doors and cars. All the burglaries we've had are unlocked vehicles. We don't have smashed windows.

Police – Chief Garner – The good thing is that residents of Corinth feel safe so they don't worry about it. Anything else? Thank you for your time.

Mayor Heidemann – Thank you, great job.

3. Receive a report, hold a discussion, and provide staff direction on the Strategic Plan - Corinth 2030.

City Manager Hart –we have three primary areas with our goals, quality development – both residential and commercial, infrastructure and development, citizen engagement, proactive governance and regional cooperation. Those are the big areas of focus. Some of the ongoing items, focused around economic development, working together for the common goal, working with the neighborhood association, that's the Ambassador program, we're still conversing with UTA and UNT and a lot of work with the apps and the website.

Items we've completed are the TIFF and TOD, we'll bring the first phase of that to you in August and the rest of it will follow in September/October/November. The Public Communication plan is going well and the Fire Bill, as well. This is the official document. The regional cooperation that is going on, we meet monthly. This is where Michael made reference on the fire side, these things are feeding each other and what Chief is doing in Shady Shores. I've heard a lot of positive feedback monthly.

We are continuing with these ongoing items (presentation) in terms of working with some brokers, getting them involved, that's the next phase of where we're headed. We're looking at some of our economic development policies, particularly in line with SB 2, there's a lot of shifting that's going on right now. The comprehensive plan is a big component and so we'll be bringing that to you at the August 1st meeting to get that kicked off. On the event coordinator, we're doing some of that from a regional basis and then with the Chamber of Commerce. We're trying to get that wrapped up to bring back to you. A lot of planning regulation updates, you're seeing, Helen-Eve and her group are working on those items.

2021/2022 – This is what we're starting to look at as part of the comprehensive plan. You'll see other items added to that as we get that plan done and that will trigger some items. This is some of the guiding we're doing in starting to prepare for next year's budgets.

2022/2023 – In terms of what we see, based on the plan

2023/2024 – In my general census, the strategic plan has done a very good job at getting/keeping us focused as a team. We'll probably be ready to be having another conversation and that will put us well into the TIF and TOD development and before we wind that down, we'll look at how we move there.

This is the status and there's a lot more details needed and we'll be going through this in greater detail in the budget. You've also received the handout.

Council Member Henderson – I've heard from several people who are on the ambassador program and they really like it. It's a great thing that you guys did and I haven't heard one negative comment.

Councilman Garber – The first meeting went as planned?

Lee Ann Bunselmeyer - Director of Finance, Communication & Strategic Services – We have actually had three meetings, we started in April and then we had a fire overview and tours with Chief Ross in June and then in July we had Upper Trinity Regional Water District come out and do a presentation just on the water system and water conservation and we also had Bob do a small presentation on development. We're enjoying it, they're very engaged and really excited about getting out in the community. I try to send a weekly or every other weekly notification of upcoming items and they get it out in Nextdoor before I even get it out. People will call before we can get it out, they're doing a great job of pushing information out.

Mayor Heidemann – Does anyone else have any questions or comments?

4. Discuss Regular Meeting Items on Regular Session Agenda.

There was no discussion on the Regular business items.

Mayor Heidemann recessed the Workshop Session at 6:56 p.m.

There was no Closed Session during the Workshop meeting.

CLOSED SESSION

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

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.

a. MCM Contract for Lake Sharon Roadway Extension

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.

There was no action taken from Closed Session.

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:45 p.m.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 08/08/2019
Title: July 18, 2019 Regular Session
Submitted For: Bob Hart, City Manager
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Submitted By: Kim Pence, City Secretary

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

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

RECOMMENDATION

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

Attachments

Minutes

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

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

Members Present:

Bill Heidemann, Mayor
Scott Garber, Council Member
Lowell Johnson, Council Member
Tina Henderson, Council Member
Kelly Pickens, Council Member

Members Absent:

Sam Burke, Mayor Pro-Tem

Staff Members Present

Bob Hart, City Manager
Jerry Garner, Chief of Police
Michael Ross, Fire Chief
Brenton Copeland, Technology Services Asst. Manager
Helen-Eve Liebman, Planning and Development Director
George Marshall, City Engineer
Cody Collier, Public Works Director
Lee Ann Bunselmeyer, Director of Finance, Communication & Strategic Services
Jason Alexander, Economic Development Corporation Director
Patricia Adams, Messer, Rockefeller, & Fort
Lana Wylie, Sr. Administration Assistant

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

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

Mayor Heidemann called the meeting to order at 7:40 p.m., Councilmember Garber delivered the invocation and led in the Pledge of Allegiance.

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 June 6, 2019 Workshop Session.
2. Consider and act on minutes from the June 6, 2019 Regular Session.
3. Consider and act on a Resolution approving a Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Texas and M&P Building, Inc., that provides incentives for the construction and operation of a retail center in the City.

4. Consider approval of an Interlocal Agreement with Denton County for the collection of the Tax Year 2019 property taxes for the City of Corinth.
5. Consider and act on Ordinance No. 19-07-18-24, adopting an update of the Water Conservation and Drought Contingency Plan amending Chapter 51 of the Code of Ordinances and providing an effective date.

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

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

MOTION CARRIED

CITIZEN'S COMMENTS:

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

No one spoke

BUSINESS AGENDA:

6. Consider and act upon an ordinance amending the City's Code of Ordinances, Title XV: Land Usage Chapter 150: Building Regulations, Section 150.36: Board of Construction Appeals.

Helen-Eve Liebman, Planning and Development Director - The proposed amendment is to update the mechanism by which the members of the Board of Construction Appeals is selected. Currently the City's Code of Ordinances states that the Board is to be constituted by the members of the City Council. The proposed ordinance allows the City Council to appoint members from the community to serve on the Board.

Additionally, the proposed ordinance increases the fee to appeal from \$10 to \$100. The original \$10 fee was set in 1987 and has never been updated to account for the increased costs to provide services.

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

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, the public, and/or staff on any issues or future events. Also, in

accordance with Section 30.085 of the Code of Ordinances, at this time, any Councilmember may direct that an item be added as a business item to any future agenda.

Mayor Heidemann - Thanked staff for their presentation at the Workshop earlier this evening, I feel the true element of working together as a staff and a team to achieve the goals for the citizens of this city.

Mayor Heidemann recessed the meeting at 7:12 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. **Closed Session may happen at any time during the Workshop Session and before the start of a City Council Regular Session.**

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

Council met in Closed Session from 7:15 p.m. until 7:44 p.m.

A. MCM Contract for Lake Sharon Roadway Extension

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

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

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

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

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

ADJOURN:

Mayor Heidemann adjourned the meeting at 7:45 P.M.

AYES: All

Meeting adjourned.

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

Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 08/08/2019

Title: Application to the Texas Department of Transportation Alternatives Set-Aside (TASA) / Safe Routes to School-Infrastructure (SRTS) Call for Projects

Submitted For: Helen-Eve Liebman, Director

Submitted By: Patrick Hubbard, Development Coordinator

Finance Review: Yes **Legal Review:** Yes

City Manager Review: Approval: Bob Hart, City Manager

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

AGENDA ITEM

Consider and act on a Resolution Supporting the City Of Corinth’s Application to the Texas Department of Transportation’s 2019 Transportation Alternatives Set-Aside (TASA) / Safe Routes to School-Infrastructure (SRTS) grant program.

AGENDA ITEM SUMMARY/BACKGROUND

Planning and Development is requesting a resolution from the Corinth City Council expressing local support for the city’s grant application to the Safe Routes to Schools program administered by the Texas Department of Transportation. This program provides funding for construction of sidewalks intended to make it safer for students to walk and bike to school. This program also secondarily encourages safer walking and biking throughout the community. Corinth’s grant application will request funding to assist in the installation of sidewalk along routes to schools. This project will improve bike and pedestrian access to four local elementary schools, access between schools, and access to other local amenities such as parks.

In April 2019, staff submitted an initial application to TxDOT for this grant opportunity. The initial application document is attached. It is now time to submit a more detailed application. During the initial stage, it was determined that all areas within Corinth that do not have existing sidewalks would qualify for the grant due to being within the two-mile radius of K-8 schools. An initial estimate of probable cost associated with these proposed improvements, was just under \$600,000. Please note that this estimate includes the permitting, engineering, and construction costs associated with these improvements. Under the structure of this grant TxDOT will fund 100% of the project as approved, and any additional costs will be passed on to the city. Additionally, the grant is reimbursable, whereby the City must pay the contractor, etc. initially, and would then be reimbursed by TxDOT. If the grant is not awarded, then the city will most likely not pursue this project. This resolution does not bind or commit any funds from the city. It expresses local support for an application to this program and is required as part of the grant application.

RECOMMENDATION

Staff recommends approval of the resolution as presented.

Attachments

- SRTS Resolution
- Initial Application
- Initial Application Map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS SUPPORTING THE CITY OF CORINTH'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2019 TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) / SAFE ROUTES TO SCHOOL-INFRASTRUCTURE (SRTS) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation (TxDOT) issued a call for projects in February 2019 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TASA) and/or Safe Routes to School-Infrastructure (SRTS) Programs; and

WHEREAS, the SRTS funds may be used for development of plans, specifications, and estimates; environmental documentation; and construction of pedestrian and/or bicycle infrastructure. The SRTS funds do not require a local match. As the Project Sponsor, the Local Government would be responsible for all non-reimbursable costs and 100% of overruns, if any, for SRTS funds; and

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

The City Council supports funding the project, City of Corinth SRTS - 2019 (23 locations around the City) Project (the "Project"), as described in the Local Government's 2019 TASA/SRTS Detailed Application (including the construction budget, TxDOT's administrative cost, and the required local match, if any) and is willing to commit to the Project's development, implementation, construction, maintenance, management, and financing. The City Council is willing and able to authorize, by resolution or ordinance, the Local Government to enter into an agreement with TxDOT should the Project be selected for funding.

DULY PASSED by majority vote of all members of the City Council of the City of Corinth, Texas on the 8th day of August, 2019.

Mayor, Bill Heidemann

ATTEST:

APPROVED AS TO-FORM

City Secretary, Kimberly Pence

Patricia A. Adams, City Attorney

2019 Transportation Alternatives (TA) and Safe Routes to School (SRTS) Call for Projects

TA/SRTS Potential Project Sponsor Preliminary Application (PA) Deadline to Submit PA: April 12, 2019

Project Sponsor

1. Contact information

Local Government/Project Sponsor Name: _____

Contact Person: _____ Title: _____

Street Address: _____ City: _____

Zip Code: _____ Office Phone Number: _____ Email: _____

2. Identify population area (based on project location)

An eligible project sponsor may represent a specific population area within its jurisdictional boundaries. Example: a county project is located within the boundaries of a city, Census Designated Place, Village, or Unincorporated Area – select the smaller population area where the project is located. For population numbers, use the [2010 Decennial Census data](#).

Population size: _____ Location Name: _____

3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)? Yes No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)? Yes No

Project Information

4. Project name: _____

It is recommended to include the project location and facility type in the project name (examples: Main Street/US 79 Sidewalks, Delwood Elementary SRTS, and White Oak Bayou SUP); use logical abbreviations where appropriate to reduce the length of the project name, such as “SUP” for Shared Use Path and “SRTS” for Safe Routes to School.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

- | | |
|--|---|
| <input type="checkbox"/> Bikeway improvements | <input type="checkbox"/> Improvements for non-motorized transportation safety |
| <input type="checkbox"/> Shared use paths | |
| <input type="checkbox"/> Sidewalk improvements | |

6. Project location

- | | |
|---|---|
| <input type="checkbox"/> On/along a TxDOT maintained roadway | <input type="checkbox"/> On/along a non-TxDOT roadway |
| <input type="checkbox"/> Not within the right-of-way of any roadway | |

Project location notes: Projects located entirely within school or park property that are for internal circulation only are not eligible for any funding programs in this Call for Projects. Safe Routes to School (SRTS) projects must be within a 2-mile radius of a kindergarten thru 8th grade public, charter, and/or private school.

7. Provide a Google map link: _____

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project. (See instructions for details.)

9. Funding opportunities by program

Select *all* funding opportunities the Project Sponsor may be interested in pursuing for this project.

Note: All eligible project types listed under item 5 of this application qualify for either TA or SRTS funding. If a project is not selected for SRTS, it may be considered for TA (See 2019 TA/SRTS Program Guide for funding details.)

Program	NONURBAN Population area of 5,000 or less (outside a TMA)	SMALL URBAN Population area between 5,001 and 200,000 (outside a TMA)	METROPOLITAN Urbanized Area with a population greater than 200,000
<p>Safe Routes to School Program Funds available for bicycle/pedestrian infrastructure:</p> <ul style="list-style-type: none"> • Within a 2-mile radius of a kindergarten through 8th grade public, private, or charter school • 100% federal funding for all phases of project development (see Program Guide) • No local match required (federal guidance) • Preference will be given to non-motorized infrastructure improvements that contribute to a continuous path that connects directly to an eligible school <p>Refer to 43 TAC §25.500-25.505</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Transportation Alternatives Program Funds available for bicycle/pedestrian infrastructure:</p> <ul style="list-style-type: none"> • State and/or federal funding may be available for project development (design plans and environmental documentation) with a minimum 20% local match (application must include a request for construction funding) *** • State and/or federal funding for construction activities with a minimum 20% local match required. <p>Refer to 43 TAC §11.400-418</p>	<input type="checkbox"/>		
<p>Conditional Project List for future FY 21 – FY 22 TA funding (Dependent on future federal funding authorization)</p> <ul style="list-style-type: none"> • State and/or federal funding for project development (design plans and environmental documentation) in population areas of 50,000 or less may be available with a minimum 20% local match (application must include a request for construction funding) *** • State and/or federal funding for construction activities with a minimum 20% local match required. 	<input type="checkbox"/>	<input type="checkbox"/>	

*** At the time of TxDOT’s 2019 TA/SRTS Call for Projects opening, the availability of 80% state and/or federal funding for design and environmental documentation are unknown.

If the 80% state and/or federal funding for design and environmental documentation is not available, would the project sponsor have the ability to continue with project development? Yes No Unsure

10. If seeking Safe Routes to School funding, identify schools within a 2-mile radius of the proposed improvements:

11. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare construction plans, specifications, and estimates: _____

Estimated cost to prepare environmental documentation: _____

Estimated construction cost: _____

Attach a copy of the planning estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

12. Local match (TA only)

Identify source(s) of local matching funds: _____

Examples include: municipal budget, in-kind contributions, or donated funds from a third-party.

13. Project complexity

Is this project in a locally or regionally approved planning document? Yes No Unk
 (May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

Will the project reduce automobile traffic capacity? Yes No Unk

Does the project cross a railroad (RR) or is the project within RR right-of-way? Yes No Unk

Will the project involve relocation of utilities? Yes No Unk

Will this project involve acquisition of right-of-way or require an easement (including railroad), access change, or relocation? Yes No Unk

Does the project use land purchased or improved with Land and Water Conservation Funds? Yes No Unk

Does the project use land in: (Check all appropriate boxes)
 Publicly owned: Park(s), Recreation area(s), Wildlife/waterfowl refuge(s), OR Publicly/private owned historical or archeological sites? Yes No Unk

Does the project occur within or around properties listed on the National Register of Historic Places? Yes No Unk

Is the project located within range and/or potential habitat of state or federally protected species? Yes No Unk





Is there a likely possibility of encountering hazardous materials? Yes No Unk

Does the project involve placement of fill in wetlands or waters of the U.S.? Yes No Unk




Is the project located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone? Yes No Unk

City of Corinth SRTS 2019

SchoolsAndCityFacilities

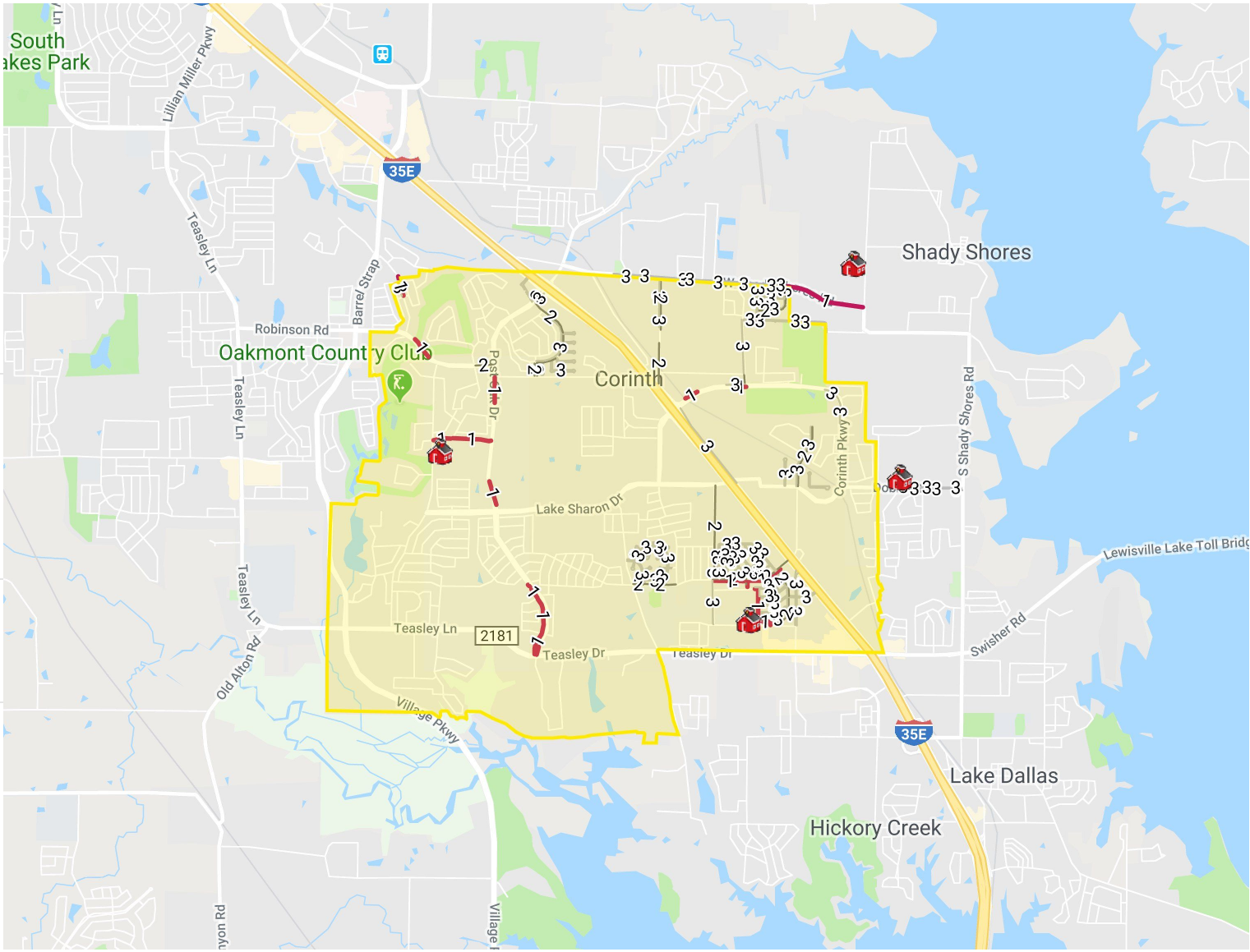
-  CORINTH ELEMENTARY
-  HAWK ELEMENTARY
- 
-  OLIVE STEPHENS ELEMENTARY SCHOOL
- 
-  SHADY SHORES ELEMENTARY SCHOOL

Proposed Sidewalks

-  3
-  2
-  1

City Limits 24,000-

-  Corinth



City of Corinth

Project Name: 2019 City of Corinth SRTS Program

Thursday, April 11, 2019



ID	Priority	Street Name	Length (FT)	Width (FT)	Area (sf)	\$/sf	Sidewalk Total	# of BFR	\$/BFR	BFR Total	Special Item Description	Special Item Cost	Grand Total	Running Total Sidewalk
71	1	001-Clearview Dr	1070	5	5350	\$ 5.50	\$ 29,425.00	1	\$1,500	\$ 1,500.00	-		\$ 30,925.00	\$ 30,925.00
194	1	001-Corinth Parkway	500	5	2500	\$ 5.50	\$ 13,750.00	2	\$1,500	\$ 3,000.00	Railroad - DCTA	\$ 10,000.00	\$ 16,750.00	\$ 47,675.00
147	1	001-Corinth Pkwy	360	5	1800	\$ 5.50	\$ 9,900.00	0	\$1,500	\$ -	-		\$ 9,900.00	\$ 57,575.00
26	1	001-Creekside Dr	570	5	2850	\$ 5.50	\$ 15,675.00	2	\$1,500	\$ 3,000.00			\$ 18,675.00	\$ 76,250.00
27	1	001-Creekside Dr	1225	5	6125	\$ 5.50	\$ 33,687.50	2	\$1,500	\$ 3,000.00			\$ 36,687.50	\$ 112,937.50
72	1	001-Fairview Dr	350	5	1750	\$ 5.50	\$ 9,625.00	2	\$1,500	\$ 3,000.00			\$ 12,625.00	\$ 125,562.50
73	1	001-Hazelview Dr	105	5	525	\$ 5.50	\$ 2,887.50	0	\$1,500	\$ -			\$ 2,887.50	\$ 128,450.00
31	1	001-Meadowview Dr	130	5	650	\$ 5.50	\$ 3,575.00	1	\$1,500	\$ 1,500.00			\$ 5,075.00	\$ 133,525.00
45	1	001-Meadowview Dr	870	5	4350	\$ 5.50	\$ 23,925.00	2	\$1,500	\$ 3,000.00			\$ 26,925.00	\$ 160,450.00
52	1	001-Meadowview Dr	325	5	1625	\$ 5.50	\$ 8,937.50	2	\$1,500	\$ 3,000.00			\$ 11,937.50	\$ 172,387.50
70	1	001-Peakview Dr	105	5	525	\$ 5.50	\$ 2,887.50	1	\$1,500	\$ 1,500.00			\$ 4,387.50	\$ 176,775.00
25	1	001-Post Oak Dr	810	5	4050	\$ 5.50	\$ 22,275.00	1	\$1,500	\$ 1,500.00			\$ 23,775.00	\$ 200,550.00
28	1	001-Post Oak Dr	770	5	3850	\$ 5.50	\$ 21,175.00	0	\$1,500	\$ -			\$ 21,175.00	\$ 221,725.00
135	1	001-Post Oak Dr	260	5	1300	\$ 5.50	\$ 7,150.00	0	\$1,500	\$ -			\$ 7,150.00	\$ 228,875.00
136	1	001-Post Oak Dr	150	5	750	\$ 5.50	\$ 4,125.00	0	\$1,500	\$ -			\$ 4,125.00	\$ 233,000.00
137	1	001-Post Oak Dr	515	5	2575	\$ 5.50	\$ 14,162.50	1	\$1,500	\$ 1,500.00			\$ 15,662.50	\$ 248,662.50
138	1	001-Post Oak Dr	1115	5	5575	\$ 5.50	\$ 30,662.50	2	\$1,500	\$ 3,000.00			\$ 33,662.50	\$ 282,325.00
139	1	001-Post Oak Dr	515	5	2575	\$ 5.50	\$ 14,162.50	2	\$1,500	\$ 3,000.00			\$ 17,162.50	\$ 299,487.50
3	1	001-Robinson Rd	710	5	3550	\$ 5.50	\$ 19,525.00	0	\$1,500	\$ -			\$ 19,525.00	\$ 319,012.50
164	1	001-Shady Shores Rd	170	5	850	\$ 5.50	\$ 4,675.00	1	\$1,500	\$ 1,500.00			\$ 6,175.00	\$ 325,187.50
189	1	001-Shady Shores Rd	2401	5	12005	\$ 5.50	\$ 66,027.50	2	\$1,500	\$ 3,000.00			\$ 69,027.50	\$ 394,215.00
2	1	001-State School Rd	625	5	3125	\$ 5.50	\$ 17,187.50	1	\$1,500	\$ 1,500.00			\$ 18,687.50	\$ 412,902.50
64	1	001-Timberview Dr	110	5	550	\$ 5.50	\$ 3,025.00	1	\$1,500	\$ 1,500.00			\$ 4,525.00	\$ 417,427.50
			13761		68805		\$ 378,427.50	26		\$ 39,000.00		Total	\$ 417,427.50	\$ 417,427.50
												Contingency @ 20%	\$ 83,485.50	\$ 500,913.00
												Engineering	\$ 75,136.95	\$ 576,049.95
												Environmental	\$ 20,000	\$ 596,049.95
												Grand Total	\$ 596,049.95	

Estimate and quantities prepared by City Engineer, George S. Marshall, P.E. on April 11, 2019

https://drive.google.com/open?id=1Beol3pdbJwu3uZokjvnSGe1QBk7tzZt_&usp=sharing

Only Items Identified as Priority 1 are being requested for funding at this time

Link to Preliminary Application



Link to Google Map of Sidewalks

City Council Regular and Workshop Session

Meeting Date: 08/08/2019
Title: Conveyance of Real Property from the City of Corinth to the Corinth Economic Development Corporation
Submitted For: Jason Alexander, Director **Submitted By:** Jason Alexander, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive Government

AGENDA ITEM

Conveyance of real property located at 2003 Corinth Parkway from the City of Corinth to the Corinth Economic Development Corporation for economic development purposes.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth (the "City") desires to convey real property located at 2003 Corinth Parkway, which is the former site of the Police Station comprising of approximately 1.7983 acres (the "Property"), to the Corinth Economic Development Corporation (the "CEDC") for economic development purposes. Sec. 253.012 of the Texas Local Government Code authorizes municipalities to transfer real property or an interest in real property to an economic development corporation without having to comply with the notice and bidding requirements under Sec. 272.001 of the Texas Local Government Code. The transfer of the property is to occur for cash consideration of \$10.00, and the City and the CEDC agree as follows:

- The CEDC will only use the Property for public purposes (economic development) in accordance with state law.
- The CEDC understands that the Property will revert back to the ownership of the City if it fails to use the Property for economic development purposes in accordance with state law.
- The CEDC, upon the sale of the Property to any future third party interest, will deliver all proceeds from such sale to the City.
- The City agrees to demolish the structures on the Property at its expense, and to otherwise maintain and repair the Property also at no expense to the CEDC.

The Property is located within the proposed Tax Increment Reinvestment Zone ("TIRZ") and the Transit Oriented Development ("TOD") District, and is intended to play a catalytic role --- as an economic development incentive --- to attract new investment, to create employment opportunities and to enhance the community's quality of life.

RECOMMENDATION

The CEDC met in Regular Session on August 5, 2019. The CEDC Board of Directors approved the conveyance of the Property from the City to the CEDC for economic development purposes.

Fiscal Impact

Source of Funding: Corinth Economic Development Corporation

FINANCIAL SUMMARY:

As consideration for the conveyance of the Property from the City to the CEDC, the CEDC will pay the City a sum of \$10.00.

Attachments

Sales Agreement



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are City of Corinth, Texas (Seller) and Corinth Economic Development Corporation (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 19, Block _____, A0507A H. GARRISON, TR 19, 1.7983 ACRES, OLD DCAD TR #3B Addition, City of Corinth, County of Denton, Texas, known as 2003 Corinth Parkway (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing\$ 10.00
B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ -0-
C. Sales Price (Sum of A and B)\$ 10.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 1.00 as earnest money to the Seller, as escrow agent, at N/A (address). Buyer shall deliver additional earnest money of \$ -0- to escrow agent within N/A days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**

6. TITLE POLICY AND SURVEY:
A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 (i) will not be amended or deleted from the title policy; or
 (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address

shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within ³⁰_____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before September 6, 2019, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. **Leases:**

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.) In accordance with Sec. 253.012 of the Texas Local Government Code, the Buyer agrees to purchase the Property from the Seller subject to the following provisions: (i) to only use the property in a manner that primarily promotes a public purpose (economic development) of the municipality; (ii) the ownership of the property automatically reverts to the Seller if the Buyer at any time fails to use the property for economic development purposes; and (iii) when the Buyer sells the property to any third party interest, all of the proceeds from such sale will go to the Seller. The Seller agrees to demolish the structures on the property at no expense to the Buyer and to otherwise maintain and repair the Property also at no expense to the Buyer.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ _____ -0- to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.**18. ESCROW:**

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer
at: 3300 Corinth Parkway
Corinth, Texas 76208

Phone: (940) 498-3295

Fax: (940) 498-7574

E-mail: Jason.alexander@cityofcorinth.com

To Seller
at: 3300 Corinth Parkway
Corinth, Texas 76208

Phone: (940) 498-3200

Fax: (940) 498-7574

E-mail: bob.hart@cityofcorinth.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Other (list): _____

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$_____ (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: Patricia Adams

Seller's
Attorney is: Patricia Adams

Messer Fort McDonald

Messer Fort McDonald

Phone: (972) 668-6400

Phone: (972) 668-6400

Fax: (972) 668-6414

Fax: (972) 668-6414

E-mail: patricia@txmunicipallaw.com

E-mail: patricia@txmunicipallaw.com

**EXECUTED the 8TH day of August, 2019 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer

Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION
(Print name(s) only. Do not sign)

N/A

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Associate's Name _____ License No. _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

N/A

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Listing Associate's Name _____ License No. _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Listing Broker has agreed to pay Other Broker _____ N/A _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Seller or Listing Broker _____ Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____
Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____
Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____
Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____

City Council Regular and Workshop Session

Meeting Date: 08/08/2019
Title: Tax Rate Public Hearings
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider approval of a resolution of the City Council of the City of Corinth, Texas placing a proposal on the September 19, 2019 City Council Public Meeting Agenda to adopt a 2019 tax rate that will exceed the lower of the rollback rate or effective tax rate; calling two public hearings on a tax increase to be held on August 22, 2019, and September 5, 2019; requiring publication of a *Notice of 2019 Tax Year Proposed Property Tax Rate* in accordance with the law; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

The Truth-in-Taxation publication notices must be calculated based on the highest possible rate the City Council may consider. The rate the City Council finally adopts can be lower than the proposed and published rate, but it cannot exceed it without undergoing the required posting requirements and timeframes. This agenda item is to establish the highest possible tax rate for the City Council to consider.

In addition, according to Property Tax Code Section 26.05(d), the City is required to hold two public hearings on the proposed tax increase **if** the City Council is proposing a rate that exceeds the lower of the rollback rate or the effective rate. Additional requirements include publishing a quarter-page notice informing the public of the proposed tax rate, preceding year tax rate, effective & rollback tax rate, formula for estimated tax amount, and the date, time, and location of the two required public hearings. The *Notice of 2019 Tax Year Proposed Property Tax Rate for the City of Corinth* is scheduled to appear in the Denton Record Chronicle on Tuesday, August 11, 2019, as required by the Texas Property Tax Code timetables.

Proposed Tax Rate	\$.54500 per \$100
Preceding Year's Tax Rate	\$.53000 per \$100
Effective Tax Rate	\$.49881 per \$100
Rollback Tax Rate	\$.54710 per \$100

The FY 2019-20 Proposed Budget was submitted to City Council by July 31, 2019 as required by the City Charter. The proposed budget is also available online on the City's website www.cityofcorinth.com.

RECOMMENDATION

Proposed Motion to publish a Proposed Tax Rate of \$0.54500 which exceeds the effective rate of \$0.49881:
 I move to approve a resolution placing a proposal on the September 19, 2019 Council Agenda to consider a FY 2019-2020 tax rate of \$.54500 per one hundred dollars (\$100) of valuation and to set the public hearings on the proposal to increase total tax revenues for Tuesday, August 22 at 7:00 p.m. and Thursday, September 5th at 7:00 p.m., with each meeting taking place at the Corinth Municipal Chambers at 3300 Corinth Parkway, Corinth, Texas.

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS PLACING A PROPOSAL ON THE SEPTEMBER 19, 2019 CITY COUNCIL PUBLIC MEETING AGENDA TO ADOPT A 2019 TAX RATE THAT WILL EXCEED THE LOWER OF THE ROLLBACK RATE OR THE EFFECTIVE TAX RATE; CALLING TWO PUBLIC HEARINGS ON A TAX INCREASE TO BE HELD ON AUGUST 22, 2019 AND SEPTEMBER 5, 2019; REQUIRING PUBLICATION OF A NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE IN ACCORDANCE WITH THE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to consider adopting a tax rate of \$0.54500 per \$100 valuation, which will exceed the lower of the rollback rate or effective tax rate, in accordance with the requirements of the Tex. Tax Code ch. 26 and to schedule two public hearings on the proposed tax increase; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF CORINTH HEREBY RESOLVES:

SECTION 1. The City Council desires to consider adopting a tax rate for the 2019 tax year of \$0.54500 per \$100 per valuation that will exceed the lower of the rollback rate or the effective tax rate.

SECTION 2. The City Council hereby approves the placement of an item on the September 19, 2019 City Council public meeting agenda to vote on a proposed tax rate of \$0.54500 per \$100 valuation that will exceed the lower of the rollback rate or the effective tax rate.

SECTION 3. The City Council hereby calls two public hearings on the proposed tax increase to be held in the City Council Chambers at 3300 Corinth Parkway in CORINTH, Texas 76208 on August 22, 2019 and September 5, 2019 at 7:00 p.m. The public hearings will not be held until at least seven days after notice of the public hearings have been published in the *Denton Record Chronicle*, a newspaper having general circulation within the City, in the form of the attached Notice of 2019 Tax Year Proposed Property Tax Rate for City of Corinth, which is made a part of this resolution for all purposes. The City Manager, or his designee, is hereby directed to publish said notice in accordance with this resolution and in accordance with Tex. Tax Code §26.06. At the public hearings, the City Council will afford adequate opportunity for both proponents and opponents of the tax increase to present their views.

SECTION 4. This resolution shall become effective immediately upon its passage and approval at a regular meeting of the City Council of the City of CORINTH, Texas on this the 8th day of August, 2019, at which meeting a quorum was present and the meeting was held in accordance with the provisions of Tex. Gov't Code §551.001, *et seq.* The City Secretary is hereby directed to record this resolution and the vote on the proposal to place the item for a tax increase on the September 19, 2019 City Council agenda.

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

BILL HEIDEMANN, MAYOR

ATTEST:
KIMBERLY PENCE, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
CITY ATTORNEY

BY: _____

<u>Council Member</u>	<u>Voted For</u>	<u>Voted Against</u>
Bill Heidemann, Mayor	_____	_____
Sam Burke, Mayor Pro Tem	_____	_____
Scott Garber	_____	_____
Lowell Johnson	_____	_____
Tina Henderson	_____	_____
Kelly Pickens	_____	_____

BUSINESS ITEM 6.

City Council Regular and Workshop Session

Meeting Date: 08/08/2019

Title: CWD Rate Adjustment

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on Community Waste Disposal (CWD) Rate Adjustment.

AGENDA ITEM SUMMARY/BACKGROUND

The collection of solid waste contract with CWD provides for a request for an annual market adjustment. CWD has requested an increase of approximately 2.85%. This will impact residential rates by 30 cents. The city also includes a 7.5% fee to offset the cost of billing and collection and a franchise fee.

RECOMMENDATION

Staff recommends adoption of the attached ordinance

Attachments

CWD Ordinance

CWD Market Adjustment Letter

ORDINANCE NO. 19-08-08-

AN ORDINANCE OF THE CITY OF CORINTH AMENDING SECTION 52.07 OF THE CORINTH CODE OF ORDINANCES RELATING TO CHARGES FOR CERTAIN REFUSE AND RECYCLING SERVICES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on March 29, 2019, Community Waste Disposal requested that certain rates be increased; and

WHEREAS, the City Council of the City of Corinth deems it necessary to amend Section 52.07 of the Corinth Code of Ordinances to amend the rates for collection and disposition of certain garbage and refuse within the City; **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:**

SECTION 1.

That subsection (A) of Section 52.07 of the Code of Ordinances of the City of Corinth, Texas is hereby amended to read as follows:

“§ 52.07 GARBAGE COLLECTION FEES.

(A) Fees for the collection of garbage and recycling from a residential unit are as follows:

Collection	Fee
Weekly pickup/recycling/on demand household hazardous waste pickup.	\$10.48
Weekly pickup/recycling (Senior Citizens - 65 years)	\$9.22

SECTION 2.

That subsections (D)(3) and (D)(5) of Section 52.07 of the Code of Ordinances of the City of Corinth, Texas are hereby amended to read as follows:

“§ 52.07 GARBAGE COLLECTION FEES.

...

(D)

...

(3) Front load container rates:

A fee of \$6.93 per pickup will be charged for gates, locks and casters:

Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
2 Cu Yd	59.98	115.43	156.73	188.17	236.69	316.05	45.01
3 Cu Yd	66.29	127.11	170.34	202.80	265.78	340.65	46.32
4 Cu Yd	96.36	187.36	258.24	333.11	404.34	482.16	47.64
6 Cu Yd	121.36	195.96	274.89	362.03	427.87	532.66	50.29
8 Cu Yd	136.41	247.73	342.26	446.22	552.93	659.37	51.62

. ..

(5) Compactors: *

6 Cubic Yard Per Haul (Including Disposal)	76.59
8 Cubic Yard Per Haul (Including Disposal)	94.80
30 Cubic Yard Per Haul (Including Disposal)	335.39
35 Cubic Yard Per Haul (Including Disposal)	335.39
42 Cubic Yard Per Haul (Including Disposal)	335.39

* These rates include disposal fees for a haul of four tons. There is an additional fee of \$37.85 per ton for loads exceeding four tons. Loads that exceed twenty-seven tons will be charged an additional \$94.64 for each ton in excess of twenty-seven tons.

**SECTION 3.
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of ordinances of the City of Corinth, Texas, relating to garbage except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 4.
SAVINGS CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the inclusion in this ordinance of any such unconstitutional phrase, clause, sentence paragraph or section.

**SECTION 5.
EFFECTIVE DATE**

This ordinance shall become effective October 1, 2019.

PASSED AND APPROVED ON THIS 8th DAY OF AUGUST, 2019.

Bill Heidemann, Mayor

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney



CommunityWasteDisposal.com
Since 1984

March 29, 2019

Bob Hart
City Manager
City of Corinth
3300 Corinth Parkway
Corinth, TX 75208

RE: Request for Market Adjustment Effective October 01, 2019

Dear Bob:

In accordance with the Collection of Solid Waste contract, Community Waste Disposal (CWD) may request an annual market adjustment. This notice is to inform you of our request for a market adjustment effective October 01, 2019. Attached is a new 2019 schedule "A" outlining the adjustment in rates from the prior year to this year and the indexes used in calculating the changes in CPI-U, fuel, and landfill.

The information below reflects a sample of the adjustments for Corinth's customer base.

2018 Residential rate	\$ 9.47	2018 Commercial 1x8x1	\$ 132.64
2019 Residential rate	\$ 9.74	2019 Commercial 1x8x1	\$ 136.41
2018 Senior Residential rate	\$ 8.34	2018 Commercial 35 SC Haul	\$ 326.05
2019 Senior Residential rate	\$ 8.58	2019 Commercial 35 SC Haul	\$ 335.39

Any questions you have concerning this matter you may contact Nicole Roemer at 972.392.9300 ext 2070 (office) or at 972.375.4646 (cell).

Sincerely,

David Dalrymple
Accounts Receivable Manager

Enc: Schedule A
Adjustment Worksheet
CPI Statistical Summary Data
Henry Hub Natural Gas Spot Price
Landfill Information

CC: Nicole Roemer
Greg Roemer
Dale Pound

City Council Regular and Workshop Session

Meeting Date: 08/08/2019

Title: Blue Cross Blue Shield of Texas Medical Proposal

Submitted For: Guadalupe Ruiz, Director

Submitted By: Guadalupe Ruiz, Director

Finance Review: Yes

Legal Review: N/A

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals:

AGENDA ITEM

Consider and act on the acceptance of BlueCross BlueShield of Texas' proposal for City's employee medical insurance benefits for FY 2019-2020, and authorization for the City Manager to execute any necessary documents.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth solicited proposals for the City's employee medical insurance benefits for the 2019-2020 fiscal year. Four qualified proposals for medical insurance benefits were received during the Request for Proposals (RFP) process which closed on June 4, 2019.

After review and evaluation of benefits and proposed costs, our benefits consultant (HUB | IPS Advisors) initiated negotiations. Due to the decrease in the City's loss ratio and having created an employee benefit trust, the renewal with the current carrier (BCBS) initially represented a 2% increase from the rates for the 2018-19 fiscal year. After negotiations, the proposal from BlueCross BlueShield of Texas represented a 4% decrease of current rates. These rates are guaranteed until September 30, 2020.

When considering the proposed funding changes and the expected census (in addition to the proposed new rates), the outcome is a total decrease of 85,405 for the 2019-20 fiscal year over the 2018-19 fiscal year budgeted rates.

EMPLOYEE BENEFIT

The City will continue to offer a dual option health plan; including a "Base" plan that offers a High Deductible plan with a Health Savings Account (HSA), and a "Buy Up" plan that offers a Traditional PPO plan with copays and deductibles (added last year). Those employees on the "Buy Up" plan will continue to have the opportunity to participate in a Flexible Spending Account (FSA). Both plans will continue to have the same network (Blue Choice Network). There will be no changes to the plans coverage.

Full Time Employees Funding - The City will continue to fund 100% of the employee-only coverage premium cost. The City contribution for the dependent cost will change from 70% to 69%. The aforementioned City contributions are based on the "Base" plan regardless of the plan option the employee chooses. This will allow the City to better align with benchmarks for the City's total dependent subsidy currently at 62.8. The HSA contribution from the City will remain at \$1,000 per employee per year.

Part Time (0.5 FTE) Employees Funding - City funding for the employee only coverage will continue to be 50% of the Base plan premium. The City funding for the dependent cost will continue to be 0% of the Base plan premiums. The HSA contribution from the City will remain at \$500 per employee per year.

RECOMMENDATION

Staff recommends acceptance of BlueCross BlueShield of Texas' proposal for City's employee medical insurance benefits for FY 2019-2020, and authorization for the City Manager to execute any necessary documents.

Attachments

BCBS Renewal
BCBS Copays Plan
BCBS HDP Plan



City Of Corinth

Prospective Premium Projection
for the period
October 1, 2019 - September 30, 2020

2019 FI Renewal

Presented by:

BlueCross BlueShield of Texas



City Of Corinth
Prospective Premium Projection
October 1, 2019 - September 30, 2020
2019 FI Renewal

Affordable Care Act (ACA) Disclaimer

If your existing group health plan or group health insurance coverage (each "plan") was in effect on March 23, 2010, it may be a "grandfathered health plan" as that term is " defined in the Affordable Care Act and related regulations (currently 75 Fed. Reg. 34538). "

Federal regulations have been published regarding the maintenance and loss of grandfathered health plan status. We encourage you to confer with your own legal counsel to determine what benefit changes or other events may cause the loss of grandfathered health plan status and to evaluate the benefit options that are most suitable for you.

The following proposed benefit programs are not considered "grandfathered health plans".



City Of Corinth
Prospective Premium Projection
for the period
October 1, 2019 - September 30, 2020
2019 FI Renewal

RATE DEVELOPMENT

Please refer to the ACA Disclaimer regarding benefits and final pricing.

	PPO 1000			HSA 2700		
Premium at Current Rates			\$266,401			\$1,696,163
Rate Action			-4.0 %			-4.0 %
Requested Premium at Renewal Rates *			\$255,745			\$1,628,315
Allocated Taxes and Fees			\$3,784			\$24,088
	Lives	Current	Renewal *	Lives	Current	Renewal *
HCSC Primary						
Single	12	\$649.53	\$623.55	58	\$583.18	\$559.85
Single + Spouse	1	\$1,412.34	\$1,355.85	11	\$1,268.06	\$1,217.34
Single + Child(ren)	4	\$1,173.91	\$1,126.95	34	\$1,053.99	\$1,011.83
Family	4	\$2,074.44	\$1,991.46	31	\$1,862.52	\$1,788.02
Total	21			134		

**Total premium due includes the effects of Health Insurer Fees and Reinsurance Fees (including but not limited to successor or alternate programs), if any, plus any federal and state taxes applicable to the fees for (BCBSTX) products/services.*

**BCBSTX will provide a one-time wellness credit of \$10,000 for the twelve-month period beginning on the Contract Effective Date, to be used to cover costs and expenses associated with implementation and/or operation of a wellness program. If Employer cancels coverage before expiration of the policy period, Employer will be required to refund BCBSTX the full amount of the wellness credit.*



City Of Corinth
Prospective Premium Projection
October 1, 2019 - September 30, 2020
2019 FI Renewal

CONDITIONS AND CAVEATS

Please refer to the ACA Disclaimer regarding benefits and final pricing.

Notwithstanding anything in the renewal or proposal to the contrary, BCBSTX reserves the right to revise or withdraw our offer or to change our charge for the cost of coverage (premium or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

NOTICE: AFFORDABLE CARE ACT (ACA) FEES

ACA established a number of taxes and fees that will affect our customers and their benefit plans. Two of those fees are: (1) the Annual Fee on Health Insurers or "Health Insurer Fee"; and (2) the Transitional Reinsurance Program Contribution Fee or "Reinsurance Fee." Both the Reinsurance Fee and Health Insurer Fee began in 2014.

Section 9010(a) of ACA requires that "covered entities" providing health insurance ("health insurers") pay an annual fee to the federal government, commonly referred to as the Health Insurer Fee. The amount of this fee for a given calendar year is determined by the federal government and involves a formula based in part on a health insurer's net premiums written with respect to health insurance on certain health risk during the preceding calendar year. This fee helps fund premium tax credits and cost-sharing subsidies offered to certain individuals who purchase coverage on health insurance exchanges.

In addition, ACA Section 1341 provides for the establishment of a temporary reinsurance program(s) (for a three (3) year period (2014-2016)) which is funded by Reinsurance Fees collected from health insurance issuers and self-funded group health plans. Federal and state governments provide information as to how these fees are calculated. Federal regulations establish a flat, per member, per month fee. The temporary reinsurance programs, funded by these Reinsurance Fees, help to stabilize premiums in the individual market.

Your premium, which already accounts for current applicable federal and state taxes, includes the effects of the Health Insurer and Reinsurance Fees. These rates may be adjusted on an annual basis for any incremental changes in Health Insurer Fees and Reinsurance Fees.

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

After the initial benefit plan design(s) is quoted, HCSC will not be providing a Minimum Value determination for any requested alternative benefit plan design(s). After you have notified HCSC of your final benefit plan design selection(s) for the upcoming policy year or renewal period, a statement indicating whether each selected benefit plan design meets/does not meet Minimum Value standards will be included in the corresponding Summary of Benefits and Coverage document(s) provided by HCSC.

Rates are projected to be effective for the 12-month period beginning on the effective date indicated.
Final rates may vary based on actual enrollment results.

This renewal offer assumes BCBSTX will remain the exclusive carrier.

The total annual premiums are based upon the total current enrollment and contract distribution as indicated.

If the enrollment or contract distribution varies by more than 10% in total or in each coverage independently, we reserve the right to re-rate.

The minimum participation requirement is 75% without waivers and 65% with valid waivers in order for coverages to be issued.

The employer maintaining the current contribution schedule.

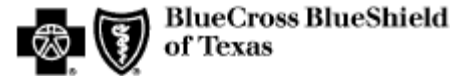
Annual open enrollment.

Upon inquiry from employer groups, BCBSTX will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBSTX in connection with the employer's policy or contract with BCBSTX.

Wellbeing Management (Health Management & Advocacy program) is included in the quoted administration fee.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

PPO Insured with Network Deductible, Split Copays



BENEFIT HIGHLIGHTS *Prepared for*
 City of Corinth EBT
 Funding: Fully Insured
 Effective Date: 10/01/2019
 BA# 0003 – PPO Buy-Up

BlueChoice Network

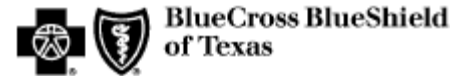
This is a general summary of your benefits. Please refer to your Summary of Benefits and Coverage (SBC), or you may request a copy of the policy or plan document for additional details and a description of the plan requirements and benefit design. This plan does not cover all health care expenses. Please carefully review the plan's limitations and exclusions.

Overall Payment Provisions	In-Network Benefits	Out-of-Network Benefits
Deductibles Per-admission Deductible Calendar Year Deductible <i>Applies to all Eligible Expenses, unless otherwise indicated, except Inpatient Hospital Expenses</i> Three-month Deductible carryover applies***	None \$1,000 Individual / \$2,000 Family Yes	None \$3,000 Individual / \$6,000 Family Yes
Out-of-Pocket Maximum Standard (2014 forward)	\$3,000 Individual / \$6,000 Family	\$6,000 Individual / \$12,000 Family
Deductible applies to Out-of-Pocket Copayment applies to Out-of-Pocket ** Copayment amounts and per are admission deductibles applied but will continue to be required after the benefit percentage increases to 100%.	Yes – no option Yes – no option Network Deductible & Out-of-Pocket will only apply toward Network Deductible & Out-of-Pocket Maximum	Yes** Yes** Out-of-Network Deductible & Out-of-Network Out-of-Pocket will only apply toward Out-of-Network Deductible & Out-of-Network Out-of-Pocket Maximum
Copayment Amounts Required Physician office visit/consultation: Primary Care Copayment Amount for office visit/consultation when services rendered by a Family Practitioner, OB/GYN, Pediatrician, Behavioral Health Practitioner, or Internist and Physician Assistant or Advanced Practice Nurse who works under the supervision of one of these listed physicians Specialty Care Copayment Amount for office visit/consultation when services rendered by a Specialty Care Provider <i>Refer to Medical/Surgical Expenses section for more information</i> Urgent Care center visit <i>Refer to Urgent Care Services section for more information</i> Outpatient Hospital Emergency Room/Treatment Room visit <i>Refer to Emergency Room/Treatment Room section for more information</i>	\$25 Primary Care Copayment \$50 Specialty Care Copayment \$50 Copayment Amount \$200 Copayment Amount	\$200 Copayment Amount
Maximum Lifetime Benefits Per Participant	Unlimited	
Inpatient Hospital Expenses		
Inpatient Hospital Expenses All services must be preauthorized All usual services and supplies, including semiprivate room, intensive care, and coronary care units. Penalty for failure to preauthorize For Inpatient Facility Services, Blue Cross Blue Shield of TX or the Host Blue's Participating Provider is required to obtain preauthorization. If preauthorization is not obtained, the Participating Provider will be sanctioned based on Blue Cross Blue Shield of TX or the Host Blue's contractual agreement with the Provider, therefore the member will be held harmless for the Provider sanction	80% of Allowable Amount after Deductible None	60% of Allowable Amount after Deductible \$250

Medical/Surgical Expenses

Medical / Surgical Expenses

PPO Insured with Network Deductible, Split Copays



BENEFIT HIGHLIGHTS *Prepared for*
City of Corinth EBT
Funding: Fully Insured
Effective Date: 10/01/2019
BA# 0003 – PPO Buy-Up

BlueChoice Network

Services performed during the office visit/consultation when rendered by a Primary Care Provider (<i>does not include lab & x-ray, Certain Diagnostic Procedures and surgical services</i>)	100% of Allowable Amount after \$25 Primary Care Copayment**	60% of Allowable Amount after Deductible
Services performed during the office visit/consultation when services rendered by a Specialty Care Provider (<i>does not include lab & x-ray, Certain Diagnostic Procedures and surgical services</i>)	100% of Allowable Amount after \$50 Specialty Care Copayment	60% of Allowable Amount after Deductible
-Lab & x-ray in Physician office or any outpatient facility (excluding Certain Diagnostic Procedures)	80% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible

** Primary Care/Specialty Care copayments are defined in the Overall Payment Provisions section in this document.

Medical / Surgical Expenses, cont.	In-Network Benefits	Out-of-Network Benefits
-Certain Diagnostic Procedures; such as Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), MRI, Myelogram, PET Scan.	80% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-Physician surgical services performed in any setting	80% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-Physician inpatient hospital visits	80% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-Home Infusion Therapy (<i>Services must be preauthorized</i>)	80% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-All other outpatient services and supplies	80% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible

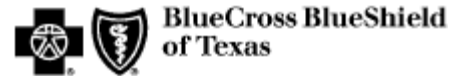
In Vitro Fertilization Services Decline

Virtual Visit MDLIVE (standard offering) Note: Must mirror PCP office visit benefit Medical & Behavioral Health Medical Note: Behavioral Health benefit must mirror benefit under Mental Health and Substance Use Disorder Behavioral Health Note: Behavioral Health Virtual Visit applies to MHP	100% of Allowable Amount after \$25 Copayment Amount 100% of Allowable Amount after \$25 Copayment Amount	60% of Allowable Amount after Deductible 60% of Allowable Amount after Deductible
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Extended Care Expenses	In-Network Benefits	Out-of-Network Benefits
Extended Care Expenses <i>All services must be preauthorized</i> Skilled Nursing Facility Home Health Care Hospice Care	100% of Allowable Amount	60% of Allowable Amount after Deductible Limited to 25 day maximum each Year* Limited to 60 visit maximum each Year* Unlimited

Special Provisions Expenses	In-Network Benefits	Out-of-Network Benefits
Mental Health (Serious Mental Illness (SMI) included) and Chemical Dependency (Substance Use Disorder) Inpatient Services <i>Inpatient Chemical Dependency treatment must be provided in a Chemical Dependency/Residential Treatment Center (RTC)</i> -Hospital services (facility) -Physician services Penalty for failure to preauthorize <i>Preauthorization required for inpatient, residential treatment centers (RTC), partial hospital program admissions, and certain outpatient professional services</i>	80% of Allowable Amount after Deductible 80% of Allowable Amount after Deductible None	60% of Allowable Amount after Deductible 60% of Allowable Amount after Deductible \$250

PPO Insured with Network Deductible, Split Copays



Outpatient Services -Services performed during office visit/consultation when rendered by Primary Care Provider (does not include psychological testing) -All outpatient services, lab & x-ray and psychological testing	100% of Allowable Amount after \$25 Primary Care Copayment Amount 80% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible 60% of Allowable Amount after Deductible
Emergency Room/Treatment Room		
Accidental Injury & Emergency Care -Facility charges -Physician charges Non-Emergency Care -Facility charges -Physician charges	80% of Allowable Amount after \$200 Copayment Amount (Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply) 80% of Allowable Amount after Deductible 800% of Allowable Amount after \$200 Copayment Amount (Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply) 80% of Allowable Amount after Deductible	60% of Allowable Amount after \$200 Copayment Amount & Deductible (Copayment Amount waived if admitted, Inpatient Hospital Expenses will apply) 60% of Allowable Amount after Deductible
Urgent Care Services		
Urgent Care center visit services (does not include lab & x-ray, Certain Diagnostic Procedures and surgical services) Lab & x-ray, Certain Diagnostic Procedures; such as Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), MRI, Myelogram, PET Scan, and surgical procedures	100% of Allowable Amount after \$50 Copayment Amount 80% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible 60% of Allowable Amount after Deductible

* Benefits used In-Network and Out-of-Network will apply toward satisfying any Annual Maximum benefits indicated

Special Provisions Expenses, cont.

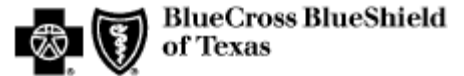
**In-Network
Benefits**

**Out-of-Network
Benefits**

Ground and Air Ambulance Services	80% of Allowable Amount after Deductible	
Preventive Care		
Routine annual physical examinations, well-baby care exams, immunizations 6 years of age & over, and any other preventive health services as determined by USPSTF	100% of Allowable Amount	60% of Allowable Amount after Deductible
Immunizations for Dependent children through the date of the child's 6 th birthday	100% of Allowable Amount	100% of Allowable Amount
Speech and Hearing Services		
Services to restore loss of or correct an impaired speech or hearing function Hearing Aids	Covered same as any other sickness 80% of Allowable Amount after Deductible Hearing aids are subject to 1 per ear per 36 month period	Covered same as any other sickness 60% of Allowable Amount after Deductible
Hearing Aid Maximum OR Services to restore loss of or correct an impaired speech or hearing function with hearing aids	Covered same as any other sickness	
Organ and Tissue Transplant Services All services must be preauthorized		
(Empty cell for alignment)	Covered same as any other sickness Refer to benefit booklet for details	Covered same as any other sickness Refer to benefit booklet for details
Physical Medicine Services		
Physical Medicine Services (includes, but is not limit to physical, occupational, and manipulative therapy) Maximum	80% of Allowable Amount after Deductible Limited to 35 visits each Year*	60% of Allowable Amount after Deductible

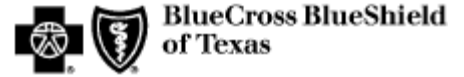
* Benefits used In-Network and Out-of-Network will apply toward satisfying any Annual Maximum benefits indicated

PPO Insured with Network Deductible, Split Copays



Pharmacy Benefits	Participating Pharmacy*	Non-Participating Pharmacy (member files claim)												
Drug List**	Enhanced													
Compound Drugs	Not Covered													
Non-sedating antihistamine (NSA) drugs and combination medications containing a non-sedating antihistamine and decongestant	Exclude Prescription Strength NSA's													
Proton Pump Inhibitors NOTE: For the Performance drug list, coverage will be based on the drug list. Customization is not allowed.	Generics coverage only													
Prescribed over-the-counter (OTC) medications	Not covered Exclude prescription orders for which there is an OTC product available with the same active ingredient(s) in the same strength (standard exclusion). Cover Omeprazole 20 mg Yes													
Prescription Drug Deductible***	None													
Prescription Drug Out-of-Pocket Maximum	All benefits, including prescription drug benefits (retail and mail service) apply to the Out-of-Pocket Maximum shown on page 1.													
Vaccinations obtained through Pharmacies****	Yes, all ACA vaccines, including flu, covered at pharmacies participating in Prime's Vaccination Network only: Zero Copayment Deductible does not apply (No OON Benefits)													
Retail Pharmacy (Copayment amounts are based on a 30-day supply. With appropriate prescription order, up to a 90-day supply is available. Copayment amounts apply to Out-of-Pocket Maximum.)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Generic Drug</td> <td style="width: 25%; text-align: center;">\$10 Copayment Amount</td> <td style="width: 25%; text-align: center;">60% of Allowable Amount minus Copayment Amount</td> </tr> <tr> <td style="text-align: center;">Preferred Brand Name Drug</td> <td style="text-align: center;">\$35 Copayment Amount</td> <td style="text-align: center;">60% of Allowable Amount minus Copayment Amount</td> </tr> <tr> <td style="text-align: center;">Non-Preferred Brand Name</td> <td style="text-align: center;">\$70 Copayment Amount</td> <td style="text-align: center;">60% of Allowable Amount minus copayment Amount</td> </tr> <tr> <td style="text-align: center;">Non-Preferred Specialty Drug</td> <td style="text-align: center;">\$150 Copayment Amount</td> <td style="text-align: center;">60% of Allowable Amount minus Copayment Amount</td> </tr> </table> <p><i>Specialty Drugs are not covered unless obtained through the specialty pharmacy network.</i></p>		Generic Drug	\$10 Copayment Amount	60% of Allowable Amount minus Copayment Amount	Preferred Brand Name Drug	\$35 Copayment Amount	60% of Allowable Amount minus Copayment Amount	Non-Preferred Brand Name	\$70 Copayment Amount	60% of Allowable Amount minus copayment Amount	Non-Preferred Specialty Drug	\$150 Copayment Amount	60% of Allowable Amount minus Copayment Amount
Generic Drug	\$10 Copayment Amount	60% of Allowable Amount minus Copayment Amount												
Preferred Brand Name Drug	\$35 Copayment Amount	60% of Allowable Amount minus Copayment Amount												
Non-Preferred Brand Name	\$70 Copayment Amount	60% of Allowable Amount minus copayment Amount												
Non-Preferred Specialty Drug	\$150 Copayment Amount	60% of Allowable Amount minus Copayment Amount												
Preferred Network Pharmacy Differential Note: A differential is required if Preferred network is selected. If it is not selected, Broad Advantage network applies by default.	Not Applicable													
Specialty Drugs†	Mandatory Specialty applies (standard): Available at in-network benefit level through specialty pharmacy network provider only. All other pharmacies will be payable at the non-participating pharmacy benefit level.													
Mail Order Program (Copayment amounts are based on a 90-day supply. With appropriate prescription order, up to a 90-day supply is available. Copayment amounts apply to Out-of-Pocket Maximum.)	Yes													
Generic Drug	\$30 Copayment Amount													
Preferred Brand Name Drug	\$105 Copayment Amount													
Non-Preferred Brand Name Drug	\$210 Copayment Amount													

PPO Insured with Network Deductible, Split Copays



MAC 3 - Generic Incentive (Standard)- Members electing to purchase brand name drugs when a generic equivalent is available, will be required to pay the difference between the cost of the generic and brand name drug, plus the applicable copay.

* To locate a preferred/participating pharmacy in your area, go to myprime.com or contact customer service at the phone number on the back of your identification card.

**The drug lists are available at: bcbstx.com/member/rx_drugs.html

*** Three-month Deductible carryover does not apply to prescription drug deductible.

****Select Participating Pharmacies have been contracted to provide vaccination services. Each pharmacy may have age, scheduling, or other requirements that will apply. Members are encouraged to contact the store in advance. **Benefit does not include childhood immunizations, subject to state regulations.**

†For more information on the specialty drug program, call (877)627-6337.

Diabetes Supplies are available under the Prescription Drug benefits of your plan. Diabetic Supplies include insulin and insulin analog preparations, insulin syringes necessary for self-administration, prescriptive and non-prescriptive oral agents, all required test strips and tablets which test for glucose, ketones, and protein, lancets and lancet devices, biohazard disposable containers, glucagon emergency kits, and other injection aids. All provisions of this portion of the plan will apply including Copayment Amounts and any pricing differences that may apply to the items dispensed.

Standard UM Programs (prior authorization and step therapy) and exclusions apply, including auto updates and FastPath.

Note: To confirm standard benefits, refer to the Pharmacy page on Product Central on FYIBlue.

EMPLOYER INFORMATION RATES

Plan I – Four Rate Structure

Employee Only	\$623.53
Employee + Child(ren)	\$1126.95
Employee + Spouse	\$1355.85
Employee + Family	\$1991.46

The above proposed rates are projected to be effective for the 12-month period beginning on the effective date of group coverage. Changes in enrollment and contribution will be addressed as stated in the Benefit Program Application (BPA)

Group Executive Name and Title
(Please type or print)

Signature

Date

Agent of Record Name
(Please print or type)

Signature

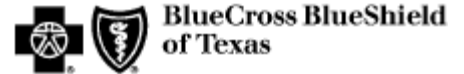
Date

BCBSTX Representative Name
(Please print or type)

Signature

Date

BlueEdge HSA Insured – Embedded with Network Deductible



BENEFIT HIGHLIGHTS *Prepared for City of Corinth EBT*

BlueChoice Network

Effective Date: 10/01/2019

BA# 0001-HSA

****This is a general summary of your benefits.** Please refer to your Summary of Benefits and Coverage (SBC), or you may request a copy of the policy or plan document for additional details and a description of the plan requirements and benefit design. This plan does not cover all health care expenses. Please carefully review the plan's limitations and exclusions.

Overall Payment Provisions	In-Network Benefits	Out-of-Network Benefits
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Deductible

Calendar Year Deductible
 Applies to all Eligible Expenses (unless otherwise indicated)
 Applies to Out-of-Pocket Maximum
Family coverage: When one family member meets the individual Deductible, benefits become available under the plan for that individual.
 NOTE: The individual Deductible amount must be equal to or greater than the minimum family Deductible amount. This qualification is established by the U. S. Treasury for a plan to be considered a qualified HSA plan.

\$2,700 Individual /
\$5,400 Family

\$5,400 Individual /
\$10,800 Family

Out-of-Pocket Maximum

Standard (2014 forward)

\$2,700 Individual /
\$5,400 Family

\$5,400 Individual /
\$10,800 Family

Deductible applies to Out-of-Pocket

Yes – no option

Yes

Network Deductible & Out-of-Pocket **will only** apply toward Network Deductible & Out-of-Pocket Maximum

Out-of-Network Deductible & Out-of-Network Out-of-Pocket **will only** apply toward Out-of-Network Deductible & Out-of-Network Out-of-Pocket Maximum

Maximum Lifetime Benefits

Per Participant

Unlimited

BlueEdge CDHP Health Savings Account

CDHP Prefix / EIC code: _____

Order of Payment (CDHP Stacking)

Stack #1: HSA

Inpatient Hospital Expenses

Inpatient Hospital Expenses

All services must be preauthorized
 Inpatient Hospital Expenses
Each admission must be preauthorized
All usual Hospital services and supplies, including semiprivate room, intensive care, and coronary care units
 Penalty for failure to preauthorize services
 For Inpatient Facility Services, Blue Cross Blue Shield of TX or the Host Blue's Participating Provider is required to obtain preauthorization. If preauthorization is not obtained, the Participating Provider will be sanctioned based on Blue Cross Blue Shield of TX or the Host Blue's contractual agreement with the Provider, therefore the member will be held harmless for the Provider sanction.

100% of Allowable Amount after Deductible

60% of Allowable Amount after Deductible

None

\$250

Medical/Surgical Expenses

BENEFIT HIGHLIGHTS *Prepared for City of Corinth EBT*

Effective Date: 10/01/2019
BA# 0001-HSA

BlueChoice Network

Medical / Surgical Expenses

-Services performed during the Physician's office, including lab & x-ray	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-Lab & x-ray in other outpatient facilities	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-Physician surgical services performed in any setting	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-Physician inpatient hospital visits	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-Certain Diagnostic Procedures; such as Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), MRI, Myelogram, PET Scan.	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-Home Infusion Therapy (<i>Services must be preauthorized</i>)	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-All other outpatient services and supplies	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
Virtual Visit MDLIVE (standard offering) Note: Must mirror PCP office visit benefit Medical & Behavioral Health Medical	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
Note: Behavioral Health benefit must mirror benefit under Mental Health and Substance Use Disorder Behavioral Health	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
Note: Behavioral Health Virtual Visit applies to MHP In Vitro Fertilization Services	Decline	

Extended Care Expenses

In-Network Benefits

Out-of-Network Benefits

Extended Care Expenses (*must be preauthorized*)

Skilled Nursing Facility Home Health Care Hospice Care	100% of Allowable Amount after Deductible <i>Limited to 25 day maximum each Year*</i> <i>Limited to 60 visit Maximum each Year*</i> <i>Unlimited</i>	60% of Allowable Amount after Deductible
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Special Provisions Expenses

Mental Health (Serious Mental Illness (SMI) included) and Chemical Dependency (Substance Use Disorder)

Inpatient Services <i>Inpatient Chemical Dependency treatment must be provided in a Chemical Dependency/Residential Treatment Center (RTC)</i>	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-Hospital services (facility)	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
-Physician services	100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible
Penalty for failure to preauthorize services <i>Preauthorization required for inpatient, residential treatment centers (RTC), partial hospital program admissions, and certain outpatient professional services</i>	None	\$250

BENEFIT HIGHLIGHTS *Prepared for City of Corinth EBT*
 Effective Date: 10/01/2019
 BA# 0001-HSA

BlueChoice Network

Outpatient -Services performed during Physician office visit/consultation (does not include psychological testing) -All outpatient services and psychological testing	100% of Allowable Amount after Deductible 100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible 60% of Allowable Amount after Deductible
Emergency Room/Treatment Room Accidental Injury & Emergency Care -Facility charges -Physician charges Non-Emergency Care -Facility charges -Physician charges	100% of Allowable Amount after Deductible 100% of Allowable Amount after Deductible 100% of Allowable Amount after Deductible 100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible 60% of Allowable Amount after Deductible 60% of Allowable Amount after Deductible
Urgent Care Services Urgent Care center visit, including lab & x-ray services Certain Diagnostic Procedures; such as Bone Scan, Cardiac Stress Test, CT Scan (with or without contrast), MRI, Myelogram, PET Scan, surgical procedures and all other services and supplies	100% of Allowable Amount after Deductible 100% of Allowable Amount after Deductible	60% of Allowable Amount after Deductible 60% of Allowable Amount after Deductible
Ground and Air Ambulance Services	100% of Allowable Amount after Deductible	
Preventive Care Routine annual physical examinations, well-baby care exams, immunizations, and any other preventive health services as determined by USPSTF Immunizations for dependent children through the date of the child's 6 th birthday	100% of Allowable Amount 100% of Allowable Amount	60% of Allowable Amount after Deductible 100% of Allowable Amount

* Benefits used In-Network and Out-of-Network will apply toward satisfying any Annual Maximum benefits indicated.

Special Provisions Expenses, cont.

	In-Network Benefits	Out-of-Network Benefits
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Speech and Hearing Services Services to restore loss of or correct an impaired speech or hearing function Hearing Aids Hearing Aid Maximum	Covered same as any other sickness 100% of Allowable Amount after Deductible Hearing aids are subject to 1 per ear per 36 month period	Covered same as any other sickness 60% of Allowable Amount after Deductible
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Organ and Tissue Transplant Services All services must be preauthorized	Covered same as any other sickness Refer to benefit booklet for details	Covered same as any other sickness Refer to benefit booklet for details
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Physical Medicine Services Physical Medicine Services (includes, but is not limited to physical, occupational, and manipulative therapy) Maximum	100% of Allowable Amount after Deductible Limited to 35 visit maximum each Year*	60% of Allowable Amount after Deductible
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* Benefits used In-Network and Out-of-Network will apply toward satisfying any Annual Maximum benefits indicated.

Pharmacy Benefits	Participating Pharmacy*	Non-Participating Pharmacy (member files claim)
Prime Therapeutics		
Drug List**	Enhanced (Previously drug list 2)	
Compound Drugs	Not Covered (2015 Standard)	
Non-sedating antihistamine (NSA) drugs and combination medications containing a non-sedating antihistamine and decongestant	Exclude prescription strength NSA's (2015 standard)	
Proton Pump Inhibitors NOTE: For the Performance drug list, coverage will be based on the drug formulary. Customization is not allowed.	Generics coverage only (2016 Standard)	
Prescription medications even if they have over-the-counter (OTC) equivalents	Not covered Exclude prescription orders for which there is an OTC product available with the same active ingredient(s) in the same strength (standard exclusion). Cover Omeprazole 20 mg Yes	
Deductible and Out of Pocket Accums -Integrated is the Standard option for HSA.		
Integrated RX Accum The drug deductible and Out-of-Pocket is the same as the medical Deductible and /Out-of-Pocket. All benefits, including prescription drug benefits (retail and mail order) must apply to the plan's overall Deductible and Out-of-Pocket Maximum.		
Vaccinations obtained through Pharmacies***	Yes, all ACA vaccines, including flu covered at pharmacies participating in Prime's Vaccination Network only: Zero Copayment Deductible does not apply (No OON Benefits)	
Specialty Drugs†	Available at ANY retail pharmacy. NOTE: For the Performance drug list, coverage will be based on the drug formulary. Customization is not allowed.	
Retail Pharmacy (Benefit payments are based on a 30-day supply. With appropriate prescription order, up to a 90-day supply is available.) Note: Three-month Deductible carryover does not apply to prescription drug deductible.	100% of Allowable Amount after the Deductible	
Preferred Network Pharmacy Differential Note: A differential is required if Preferred network is selected. If it is not selected, Broad Advantage network applies by default.	Not Applicable	
Mail Order Program (Benefit payments are based on a 30-day supply. With appropriate prescription order, up to a 90-day supply is available.) Note: Three-month Deductible carryover does not apply to prescription drug deductible.	100% of Allowable Amount after the Deductible	

MAC 3 - Generic Incentive- Members electing to purchase brand name drugs when a generic equivalent is available, will be required to pay the difference between the cost of the generic and brand name drug, plus the applicable copay.

* To locate a preferred/ participating pharmacy in your area, go to myprime.com or contact customer service at the phone number on the back of your identification card.

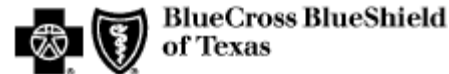
**The standard and generics plus drug lists are available at: bcbstx.com/member/rx_drugs.html

***Select Participating Pharmacies have been contracted to provide vaccination services. Each pharmacy may have age, scheduling, or other requirements that will apply. Members are encouraged to contact the store in advance. **Benefit does not include childhood immunizations, subject to state regulations.**

†For more information on the specialty drug program, call (877)627-6337.

Diabetes Supplies are available under the Prescription Drug benefits of your plan. Diabetic Supplies include insulin and insulin analog preparations, insulin syringes necessary for self-administration, prescriptive and non-prescriptive oral agents, all required test strips and tablets which test for glucose, ketones, and protein, lancets and lancet devices, biohazard disposable containers, glucagon emergency kits, and other injection aids. All provisions of this portion of the plan will apply including Copayment Amounts and any pricing differences that may apply to the items dispensed.

BlueEdge HSA Insured – Embedded with Network Deductible



Standard UM Programs (prior authorization and step therapy) and exclusions apply, including auto updates and FastPath.

Note: To confirm standard benefits, refer to the Pharmacy page on Product Central on FYIBLue.

± Please be reminded that Health Savings Accounts (HSA's) have tax and legal ramifications. Blue Cross and Blue Shield of Texas does not provide legal or tax advice, and nothing herein should be construed as legal or tax advice. These materials, and any tax-related statements in them, are not intended or written to be used, and cannot be used or relied on, for the purpose of avoiding tax penalties. Tax-related statements, if any, may have been written in connection with the promotion or marketing of the transaction(s) or matter(s) addressed by these materials. You should seek advice based on your particular circumstances from an independent tax advisor regarding the tax consequences of specific health insurance plans or products.

The above proposed rates are projected to be effective for the 12-month period beginning on the effective date of group coverage. Changes in enrollment and contribution will be addressed as stated in the Benefit Program Application (BPA)

Plan I – Four Rate Structure

Employee Only	\$559.85
Employee + Child(ren)	\$1011.83
Employee + Spouse	\$1217.34
Employee + Family	\$1788.02

Group Executive Name and Title
(Please type or print)

Signature

Date

Agent of Record Name
(Please print or type)

Signature

Date

Eric Thomas

Eric Thomas

08/01/2019

BCBSTX Representative Name
(Please print or type)

Signature

Date

City Council Regular and Workshop Session

Meeting Date: 08/08/2019
Title: Comprehensive Plan Contract (Kimley Horn)
Submitted For: Helen-Eve Liebman, Director **Submitted By:** Ben Rodriguez, Manager
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive Government

AGENDA ITEM

Consider approval of a contract with Kimley Horn and Associates for professional services related to the City's Comprehensive Master Plan update and Parks and Trails Master Plan in the amount not to exceed \$299,950 and authorize the City Manager to execute any necessary documents.

AGENDA ITEM SUMMARY/BACKGROUND

On March 21, 2019 the City of Corinth requested statements of qualifications "SOQ" from professional services firms to facilitate updating the City's Comprehensive Master Plan adopted on May 6, 2010. Additionally, as a part of the City's request the selected firm will also be tasked with formulating a Master Parks and Trails plan for the City.

The City received SOQ's from seven firms, and following a review by the City's selection committee and one on one interviews with selected firms the selection committee has selected Kimley Horn to lead the City's efforts.

Kimley Horn has been in business within the Dallas area since 1967 and has worked on various land use plans throughout the metroplex including cities such as Lewisville, Sachse, and McKinney. Additionally, Kimley Horn has experience coordinating with DCTA on transit station integrations and establishing Transit Oriented Districts.

The Selection Committee is confident that Kimley Horn will be the ideal selection to accommodate the City's direction to develop a desirable and economically sustainable community.

RECOMMENDATION

The selection committee recommends approval.

Attachments

Kimley Horn Comp Plan Contract

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement") is made by and between the City of Corinth, Texas, a home-rule municipal corporation ("City") and Kimley-Horn and Associates, Inc., ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit "A"** (the "Scope of Services" or "Services") to assist the City with the following project: **COMPREHENSIVE PLAN UPDATE AND MASTER PARKS/TRAILS PLAN** (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement; and

WHEREAS, City published a request for Statement of Qualifications for the Project and Consultant provided a response; and

WHEREAS, City determined Consultant to be the most qualified respondent and entered into negotiations for Consultant to provide the Services set forth in this Agreement; and

WHEREAS, City Council approved the award of this Agreement to Consultant in accordance with the terms set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
 Incorporation of Recitals/Agreement Documents/Term**

1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein.

1.2 Agreement. This Agreement shall be comprised of the following documents: (1) this Agreement; (2) **Exhibit "A"**, "Scope of Services"; (3) **Exhibit "B"**, "Project Schedule"; (4) **Exhibit "C"**, "Fee Schedule"; (5) City's Request for Statement of Qualifications for Comprehensive Plan Update And Master Parks/Trails Plan ("City SOQ"), a copy of which is attached hereto and incorporated herein as **Exhibit "D"** hereto;

and (6) Consultant's response to City SOQ, a copy of which is attached hereto and incorporated herein as **Exhibit "E"** hereto. In the event of a conflict between one or more of the terms and provisions contained within the foregoing documents, in order to resolve any such conflict, priority of interpretation shall be given in the order that those documents are listed in this section.

1.3 Term. This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the Services, unless sooner terminated as provided herein.

Article II Scope of Service

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the Services performed hereunder.

2.4 All information, documents, records and reports developed as a result of the Services provided under this Agreement shall be the property of the City (hereinafter "Documents"). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

Article III Schedule of Work – Project Completion

The Consultant agrees to complete the required Services and submit all work required by the City in accordance with the Project Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit “B”**, and as outlined in the Scope of Services within 300 consecutive calendar days, exclusive of any review time by City, from the date of written Notice to Proceed from City to Consultant. The Parties hereto agree and understand that time is of the essence and that failure to timely perform obligations as required under this Agreement will result in damages to the other Party. However, times for performance shall be extended as necessary, and neither party shall have liability or be deemed in breach due to delays caused by any factor outside of the party’s reasonable control.

Article IV Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit “C”**. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant’s monthly progress report and detailed monthly itemized statement for Services that shows the names of the Consultant’s employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, percentage of work completed on the Project through the end of the then submitted billing period, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such approved monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the Services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services. Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to

proceed. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

4.4 Consultant shall keep accurate records of its Services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days' notice thereof. These records shall be kept by Consultant for two (2) years following the expiration of this Agreement.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties. When Consultant is directed to revise or expand the Scope of Services under this Section of the Agreement, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of such services and accept the method and amount of compensation and the time involved in all phases of the Project. It is expressly understood and agreed by Consultant that any compensation not specified in Article IV herein above may require Corinth City Council approval and is subject to the current budget year limitations.

5.2 To the extent reasonably necessary for the Consultant to perform the Services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the Services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 The City may require that Consultant submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions,

and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Attn: Helen-Eve Liebman
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: (940) 498-3260
Email: helen-eve.liebman@cityofcorinth.com

If intended for Consultant:

Attn: C. Brad Lonberger
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11
Suite 1300
Fort Worth, Texas 76102
Telephone: (972) 770-1331
Email: brad.lonberger@kimley-horn.com

6.10 Insurance. Before commencing work, Consultant shall, at its own expense, procure, pay for and shall maintain during the term of this Agreement insurance in accordance with the requirements set forth in the City SOQ, Exhibit "D", entitled "Insurance Requirements", and written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. **CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND**

AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT WHICH ARISE OUT OF, ARE CAUSED BY OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONSULTANT SHALL RETAIN CITY'S APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONSULTANT SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT.

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Consultant's Liability. Acceptance of the Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure any such default after ten (10) days written notice thereof, to terminate this Agreement on the eleventh (11th) day following the date of City's written notice of default. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

6.18 Termination Without Cause. In addition to termination for default as set forth in Section 6.17 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Consultant thirty (30) days written notice of such termination.

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. If Consultant has not met one or more percentage benchmarks as identified in **Exhibit "B"**, "**Project Schedule**", Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "C"**, "**Fee Schedule**". Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant's nonperformance under this Agreement, the cost to City to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. City's remedies for Consultant's default or breach under this Agreement shall include monetary damages as allowed by law, re-performance of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement.

6.20 Confidential Information. Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

6.21 Conflict of Interest. Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Agreement. All activities, investigations and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates or subcontractors of Consultant.

6.22 No Third Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

6.23 Prohibition regarding Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Consultant verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2019.

City of Corinth, Texas

By: _____
Bob Hart, City Manager

Attest:

By: _____
Kim Pence, City Secretary

Approved As To Form:

By: _____
Patricia A. Adams, City Attorney

EXECUTED this 25th day of July, 2018.⁹

CONSULTANT

Kimley-Horn and Associates, Inc.

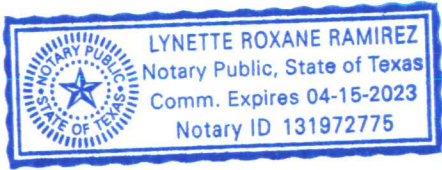
By: Scott Arnold
Scott Arnold
Associate

Title: Vice President

**ACKNOWLEDGMENTS
CONSULTANT**

STATE OF TEXAS)
)
COUNTY OF Tarrant)

This instrument was acknowledged before me on the 25 day of July, 2019 by Scott Arnold of Kimley-Horn and Associates, Inc., on behalf of such entity.



Lynette Ramirez

Notary Public, State of Texas

CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the _____ day of _____, 2019 by Bob Hart, City Manager of the City of Corinth, a home rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

EXHIBIT "A"
SCOPE OF SERVICES

PHASE I – PROJECT INITIATION AND MANAGEMENT (MONTH ONE)

Task 1 - Project Initiation and Management

1.1 – Project Initiation Meeting (1 Meeting) - The Kimley-Horn Team will conduct a kick-off meeting to discuss our understanding of the project, the project schedule, scope, City and consultant team communication methods, and to receive data from the City of Corinth as detailed under Task 3. Recommended attendees include City Staff that will ultimately guide the progress, findings, and recommendations in the Plan. The City will provide a meeting location and notify attending staff of the location and time for the meeting.

1.2 – Tour – Immediately following the kick-off meeting, the Kimley-Horn Team will tour key areas and locations in the City of Corinth with City Staff to gain a deeper understanding of the character, culture, opportunities, and challenges facing the City. (over ½ a day)

1.3 – Progress Meetings (Every 2 weeks - up to 24 meetings) – The Kimley-Horn Team will meet via WebEx/Skype (an internet application that allows virtual meetings) with key City Staff to discuss project progress, key action items and responsibilities, and project schedule. Kimley-Horn will prepare an agenda and a checklist with action items, responsibilities, and due dates for appropriate team members and will schedule and notify attendees of the meetings via Microsoft Outlook.

1.4 – Internal Team Meetings (Every 2 weeks – up to 24 meetings) – The Kimley-Horn Team will meet internally (including with the sub-consultants) via WebEx/Skype or face to face meetings to coordinate internal tasks and assignments. Kimley-Horn will prepare an agenda and a checklist with action items, responsibilities, and due dates for appropriate team members and will schedule and notify attendees of the meetings via Microsoft Outlook.

Task 2 – Communications / Public Engagement Planning

2.1 – Communications / Public Involvement Plan - The Kimley-Horn Team will develop a detailed plan for overall communications and for the public involvement process for staff review and approval. The Plan will identify methods for stakeholder identification, pre- and post-meeting communication techniques and tools, a schedule of stakeholder and public involvement meetings, necessary activities in preparation for meetings, and tools and techniques to be utilized during stakeholder and public meetings to facilitate engagement and feedback. As a part of the Public Involvement Plan, Kimley-Horn Team will work with the City to identify potential external project partners (such as the Lake Cities Chamber of Commerce, the Corinth EDC, North Central Texas College) that may be able to assist in external communication regarding the Comprehensive Plan, public meetings, or other ways to engage citizens and stakeholders in the process. Members of these groups could become a portion of the Comprehensive Plan Advisory Committee (CPAC) described in Task 7. The Public Involvement Plan will specify the level of resources to be provided for these activities by the Kimley-Horn Team and by the City staff. Metrics on preferred performance will be included in the Public Involvement Plan.

PHASE II – STATE OF THE CITY (MONTHS ONE THROUGH TWO)

Task 3 - Project Background

3.1 – Data Collection / Review - The Kimley-Horn Team will assemble existing data sets from Corinth, Denton Central Appraisal District and NCTCOG, and review existing background data and previous studies for the land within the City Limits of Corinth. This review is intended to provide the Kimley-Horn Team a high-level understanding of existing conditions, opportunities, and constraints in Corinth. A more in-depth understanding of all these elements will be developed during the State of the City meeting when the Kimley-Horn Team will work closely with City Staff to determine the importance of several data sets and background materials to the overall scope and focus of the Comprehensive Plan. Included in those discussions will be an assessment of the relevance of previous planning studies and reports, policy documents, development proposals, and data sets to this planning effort. The following are materials that will be requested by the Kimley-Horn Team:

- Aerial photographs
- Recent population, employment and demographic information
- GIS data – may include building footprints, curb lines, street centerlines, parcel data (including tax assessor information), land cover, land use and zoning, transportation, environmental, water bodies, boundaries (city, county, school districts, special districts, etc.), and historic assets (sites, structures, districts, etc.)
- Relevant land use and development data
- Information regarding planned future development (such as status reports or concept plans)
- Existing and planned utility / infrastructure improvements
- Existing and planned transportation improvements, including the most recent traffic counts available, the most recent Transportation / Capital Improvement Program, any relevant transportation plans and studies, and any previous parking studies or current plan elements addressing parking
- Existing city plans, studies and ordinances – Previous Comprehensive Plan, Thoroughfare Plan, Water and Wastewater Plans, and other relevant documents.
- Existing Special District Information (such as TIRZ and PID boundaries and project, finance plans or establishing ordinances)
- Calendar of planned community events, schedules of committees and commissions, etc.

Task 4 – Demographic / Economic Analysis

4.1 – Existing Conditions - The Kimley-Horn Team will identify market opportunities for the greater Corinth market that allow for consideration of the ‘place’ Corinth has in the local sub-regional market all the while providing the client Team with a technical and

analytical base of information from which to direct plan decisions and advance strategic initiatives. Specifically, we will build upon the City's existing demographic data, Catalyst Commercial's past studies and any other studies prepared for the City and/or Corinth Economic Development Corporation and will collect psychographic and market data related to: population, household, age, ethnicity and income characteristics; consumer spending; taxable revenue; visitor and convention information; and, select economic values. Trends, both historical and future, will be identified and inputs used to inform stakeholder decisions, as well as model the impacts of various growth scenarios.

4.2 – Market Demand Analysis – Undertake build-out market analysis with detailed housing and retail/commercial activation assessment and Fiscal Buildout Model to facilitate baseline and scenario options for buildout projections in terms of fiscal impacts. This process will explore capacity for retail, office, and other commercial demand sections and how findings relate to the remaining major infill locations (Catalyst Sites). This process will explore the buildout of potential for various uses by velocity, synergies with mixed-uses and associated context created by various scales and designs.

Task 5 – Mapping

5.1 – Base Mapping –the Kimley-Horn Team will prepare a project base map and PowerPoint templates that will be used to create future presentations, existing conditions maps and scenarios for future growth in Corinth.

5.2 – Existing Conditions Mapping – Based upon existing, readily available GIS data (to be provided and maintained by the City), the Kimley-Horn Team will prepare existing conditions exhibits for use in public meetings and presentations of the following elements:

- Existing Vacant/Underutilized Land
- Existing Land Use
- Existing Transportation Systems
- Existing Utility Infrastructure (Water and Wastewater)
- Existing Tree Coverage
- Existing Topography / Slopes (LIDAR)
- Existing Floodplain Areas
- Existing and Planned Parks and Open Space
- Existing and Planned Public Facilities
- Existing Parks and Trails Connections
- Existing Parcel Sizes (Denton Central Appraisal District)
- Existing Parcel Ownership (Denton Central Appraisal District)
- Existing Development Patterns
- Potential Redevelopment Sites

Task 6 - State of the City Input Sessions

6.1 – City Staff Work Session (One-Day Session) – Using the synthesis of knowledge gained during completion of previous tasks, the Kimley-Horn Team will conduct a facilitated work session with City Staff to develop a set of criteria by which key community assets will be classified as those that will remain, those that will be enhanced, and those that will be subject to detailed review as strategic opportunity areas. Criteria

will include fiscal considerations, potential social impacts, capital investments required, and other factors that may be identified during the discussion. The Team will also work with City Staff to identify a preliminary set of strategic issues and preliminary development directions for strategic opportunity areas within the City based upon the analyses conducted in the previous tasks. The information developed in this meeting will form the basis for initial engagement of the community and key stakeholders.

The City Staff Work Session will be held in a facility arranged by the City, and City Staff will be responsible for notifying City participants. The Kimley-Horn Team will develop the agenda for the meeting, prepare necessary materials and facilitate the discussions with meeting participants. The day-long session will be scheduled so that each department is allotted a separate meeting to provide input and support the visioning process.

6.2 – Select Stakeholder Interviews (Up to 2 days total) – The Kimley-Horn Team will prepare for and conduct interviews and small group discussions with key individuals (to be coordinated with the City). The interview team will use a set of questions as a starting point and then use follow-up questions to probe for more detailed responses. The City will contact interviewees to confirm meeting times and provide private meeting rooms for the interviews, if needed. It is anticipated that the stakeholders will be grouped by interest related to principles and deliverables. Each group of stakeholders should be limited on invited stakeholders; typically, up to 12 individuals.

6.3 – State of the City CPAC, P&Z, and City Council Workshop #1 – At the conclusion of the Phase II - State of the City evaluation, the Kimley-Horn Team will brief a joint session of the CPAC, Corinth P&Z Commission and City Council on initial stakeholder feedback, existing conditions, recommended catalytic sites, recommended next steps in the planning process, and the proposed methodology for engaging stakeholders in the planning process.

Additionally, the parks and trails team members will prepare and present on a existing conditions of park sites and how this compares to current and published NRPA Standards. The intent of this portion of the meeting will be to share information about the existing parks with the Joint bodies and document comments on needs and opportunities prior to public engagement meetings.

PHASE III – COMMUNITY-WIDE VISION (MONTHS THREE THROUGH SIX)

Task 7 – Stakeholder Involvement

7.1 – CPAC Meetings (up to four (4) meetings in addition to Joint Meetings) – The Comprehensive Plan Advisory Committee (CPAC) (to be identified by the City with assistance from Kimley-Horn Team) will serve as a review, input, and directional body for the Comprehensive Plan throughout the planning process, with the initial meeting to occur during Task 2. The Kimley-Horn Team will meet with the CPAC at key points during the planning process to present topical materials for committee background, discuss insight from selected reading material, discuss critical issues related to the development of the Comprehensive Plan, and obtain feedback and direction from the Committee. The City will be responsible for providing a venue for the CPAC meetings

and notifying CPAC members of meeting dates and times. The Kimley-Horn Team will provide agendas and materials for facilitated discussion at each meeting.

7.2 – Engagement through Community Events – The Comprehensive Plan should be informed by the perspectives and ideas of people who aren't typically involved in planning projects. The Kimley-Horn Team and City staff will identify opportunities to reach these people through outreach at events and festivals, and regular meetings of partner organizations. These opportunities will include up to two (2) total events that will be attended by the Kimley-Horn team. The specific events and type of engagement activities to be initiated at each one will be detailed in the Communications / Public Involvement Plan.

7.3 – Web-Based Engagement – The web and other online tools are increasingly important forms of communication. For this project, web-based engagement will be designed by the Kimley-Horn Team and hosted by the City of Corinth to make information available more broadly (to anyone who chooses to go online), more conveniently (whenever someone is online or connected), and with more flexibility (by using a variety of online and social networking tools). The Kimley-Horn Team will design the tools in a manner that assists City Staff in making the tools a part of the day-to-day management of the project. The final components of the web strategy will be determined in consultation with the City and included in the public / stakeholder involvement plan. These tools and techniques could include:

- **Website.** A dedicated page on the City's website could convey general project information such as meeting dates, background information, and contact information. It will also provide a means for obtaining public input and serve as the main portal for videos, presentations, workshop information, and downloadable reports.
- **Facebook** (www.facebook.com) and **LinkedIn** (www.linkedin.com). People who follow updates on social networking sites are more involved in the project's process and can also share information with their social networks. A project Facebook page and LinkedIn presence could consist of updates about the progress of the plan, exhibits, polling questions, videos, and comments. The community will have an open venue to discuss the project and share insights on its progress. The project team will be able to gauge the public's responses to various issues and address concerns promptly.
- **MetroQuest.** MetroQuest provides the capability to invite participants to share their views through an online survey (or series of surveys) they can access whenever they choose. These surveys supplement meeting discussions because they allow input from people who either can't participate in the larger meeting sessions or choose not to. Surveys can also be used to secure follow-up input and feedback about the results of community meetings. They could be accessed through a link on a website (for input by the public) or through a link in an email (when the survey is designed for a group, like the CPAC). The Kimley-Horn Team may also use MetroQuest for online input

on the issues for which keypad polling is used in the community charrette. The MetroQuest results can be presented as part of the results of the open house and charrette.

- **Twitter** (www.twitter.com) provides an avenue for brief, immediate communication. Twitter is most useful for up-to-the-minute communication, such as messages to invite friends to join in an event that is underway or for quick feedback on an idea or concept.

Task 8 – Community Engagement Event #1 – Community Charrette (one-day session per catalyst area, up to 3 days)

8.1 – Community Charrette Preparation – The Kimley-Horn Team will plan the specific agenda, format and activities related to the community charrette, prepare background presentations and meeting exhibits, and prepare the tools to be used during the charrette, including GIS tools for analyzing scenarios, keypad polling, visual image preferences and interactive small group exercises. All materials and activities will be closely coordinated with City Staff prior to public presentation.

8.2 – Community Charrette – Vision and Validation - A community charrette will be scheduled shortly after market demand analysis is available. The meeting will be advertised on the City / project website, through email messaging and social media, and other available City channels, such as flyers at public buildings, inserts in utility bills, and messaging through Councilmember announcements. The City would also be responsible for securing a venue for the event and the Kimley-Horn Team would be responsible for all meeting content. Outreach, invitations and announcements about the charrette will be distributed according to the roles defined in the public involvement plan. Participation by Corinth ISD students may be incorporated in this session.

The charrette will secure stakeholder ideas that will ultimately shape the Plan’s vision for Corinth, both for the Comprehensive Plan and the Master Parks and Trails Plan. The participants will be engaged in the planning process through several techniques, including utilizing chips or stickers to allocate development types to areas of the City, colored markers to discuss future development densities, image boards to examine future building types and urban design characteristics, and keypad polling to determine preferences on a range of concepts.

8.3 – Community Charrette – Catalyst Site Scenarios -

Up to three catalyst areas (as identified at the end of Task 6.3) will be conceptualized as a means of gauging the benefits and / or impacts of up to two scenarios per area. The study area will be limited to catalytic development areas, but the tools used for analyzing scenarios will be focused on areas identified in the “State of the City” as strategic opportunity areas. The three scenarios could include the following:

- Interstate 35 and connectivity to DCTA TOD area (Since plan has been prepared for the TOD and immediate surrounding areas, focus will be connectivity to the TOD and the vacant parcels otherwise located and unplanned in the Interstate 35 Corridor and in direct adjacency to the TOD)

- Former City Center and FM 2181
- FM 2499 Corridor/nodes

As a way of measuring the consequences of each scenario, the Team will develop a series of indicators (fiscal and market) so that each scenario can be qualified. The results will then be compared and recommendations for implementation in either scenario will be incorporated into the final city-wide plan.

8.4 – Community Charrette – Master Parks and Trails Plan -

Following public visioning, the parks and trails team members will work towards a preliminary parks and trails master plan and preliminary site concepts involved with the Catalyst Areas. The sites can include up to ten (10) parks, trail heads or urban open space opportunities to be conceptual designs within the final plan document.

8.5 – Charrette Results – Results from the community charrette will be documented in presentation materials and incorporated into web-based applications that will allow the public to weigh-in on the future vision for Corinth. The resulting materials will include:

- Presentations summarizing key summit conclusions
- Results of the keypad polling conducted during the charrette
- Catalytic Area plans as described above with scenario assumptions
- Draft statements of Vision and overall Guiding Principles that will inform the overall Comprehensive Plan and its detailed elements

8.6 – Joint CPAC, P&Z, and City Council Workshop #2 – After the Phase III – Community-Wide Vision, the Kimley-Horn team will brief a joint session of the CPAC, Corinth P&Z Commission, and City Council on key findings of the Phase III Visioning, recommended next steps in the planning process, and receive input for incorporation into the Draft Vision Framework to be developed in Phase IV.

PHASE IV – VISION FRAMEWORK (MONTHS SIX THROUGH TEN)

Task 9 – Draft Comprehensive Plan Components

The Kimley-Horn team intends to work with the City to develop a comprehensive document that includes each of the following elements; but will present them in such a manner where the results of each component is presented in an integrated fashion. The City may wish to consider each of these components in the context of ‘assets’ of the City of Corinth and ‘services’ that they provide the community. The Kimley-Horn Team will prepare a draft plan outline and draft individual sections for CPAC input and staff review and comments.

9.1 – Land Use Strategy – The Kimley-Horn Team will develop the Land Use Strategy to align with the preferred vision scenario as identified in the community charrette. The team will develop a Future Land Use Plan, document any changes or additions to land use

categories to accommodate the vision, update the anticipated population growth and capacity, and develop land use policies.

9.2 – Development / Infrastructure and Public Services Strategy Update – with growth comes a need to carefully consider:

- The preferred use of the remaining undeveloped land
- Appropriate locations for various types, densities, and patterns of development
- Adequate public facilities (water and wastewater service, public safety facilities, libraries) to ensure that they are made available in advance of, or in conjunction with, new construction.

The Kimley-Horn team will evaluate how infrastructure master plans (Water, Wastewater, Drainage) and Public Services elements (police, fire, library, etc.) for the City impact the future development patterns, density, and other elements of the City. The intent of this section is not to re-state those plans; but instead consider how these plans interact and influence with the goals and objectives of the City, and to provide guidance related to potential future updates to those plans to establish the best alignment with the new city-wide vision.

The Kimley-Horn Team will build upon Corinth’s development strategies and identify new policies and implementation steps aimed at further protecting the health, safety, welfare, and quality of life for existing and future residents and businesses.

9.3 – Economic / Fiscal Strategy – The Economic Strategy will focus on the range of policies and actions that serve to strengthen the community’s business and visitor climate. It will assess all aspects of the community that serve to advance or deter the City’s economic development objectives and speak to both greenfield/infill conditions and redevelopment. Strategies will address opportunities related to non-residential land uses, such as retail, office, industrial, hotel/lodging, and entertainment. Housing will also be addressed within this component since the future housing mix needs to be consistent with the jobs base. Additionally, a high-level fiscal analysis will be performed for the catalytic area scenarios to evaluate the fiscal implications of either path for development, and to establish recommendations for potential changes in the future. Fiscal analysis will include:

- Providing financial analysis on infill/redevelopment sites
- Providing anticipated revenue generation based on various land uses, along with estimated costs to serve development types. Ex. SF vs MF vs Retail Etc.

9.4 – Mobility Strategy - The Mobility component will build upon any previous Thoroughfare Plan analysis and will add detail related to the specific transportation elements such as thoroughfare planning, multi-modal street design, pedestrian and bicycle integration and future TOD activation. The Kimley-Horn team will refine existing policies and determine new guiding principles through public involvement to help guide the transportation plan through the

Comprehensive Planning Update. The Kimley-Horn Team will delineate the Thoroughfare Plan with desired changes including:

- Evaluate Denton County's mobility plan projects within, adjacent to, and connecting to Corinth
- Conduct a planning level feasibility evaluation of the City's MTP, including recommended alignments and connectivity to serve future growth
- Incorporate potential changes to street typologies
- Coordinate with appropriate City staff to incorporate any modifications to the thoroughfare plan
- Comments and changes made to new alignments, modifications to existing alignments and other planned roadway alternatives as described by City Staff.
- Identify potential multi-modal street corridors that follow context-sensitive design to integrate multiple modes.

9.5 – Master Parks and Trails Plan

Kimley-Horn Team will prepare a Master Parks and Trails Plan (as a separate document but referenced in the Comprehensive Plan) for the City of Corinth that will include the list of existing parks, recommendations for park improvements, and identification of multi-modal facilities and trail connections within the existing city limits. Kimley-Horn will develop up to three (3) concepts for difficult trail connection scenarios observed in the field, such as roadway underpasses, creek/drainage structure crossings, and/or trail heads. Kimley-Horn will develop planning level Opinion of Probable Costs (OPCC) for linear feet of trail construction and trail connections, and a written summary of trail standards to include in the Master Plan. The elements of this master plan will include the following:

- Introduction
- Inventory and Analysis
- Needs Assessment
- Summary of Existing Trails and Sidewalks
- Summary of Trail Standards and Connections
- Overall Park Improvements Map
- Overall Trail Connections Map
- Summary of Public Meetings
- Priorities and Budget Requirements
- Recommended Timeline for Park and Trail Improvements

Task 10 – Community Engagement Event #2 – Community Open House

10.1 – Community Open Houses (one (1) meeting) – Comprehensive Plan Elements –

The Kimley-Horn Team will facilitate a community open house to present and receive feedback related to the Comprehensive Plan and Master Parks and Trails Plan components. Taking the process to the community in this way will broaden community

participation and confirm the consistency of each component with the vision developed by the stakeholders in the community-wide charrette. Outreach, invitations and announcements about the charrette will be distributed according to the roles defined in the public involvement plan. The City would be responsible for identifying and securing a venue for the open house events.

The Kimley-Horn Team will be responsible for all meeting content and will facilitate and manage the sessions. The meetings will be conducted in an open house format to obtain the maximum amount of input from participants. Information will be gathered through interactive small group discussions, written comment forms, map “stations”, and general workshop discussion. To further facilitate the discussion, the Kimley-Horn Team will develop, execute, and analyze the results of electronic keypad polling sessions that will be conducted to gauge community support for the recommendations of each Comprehensive Plan component.

10.2 – Open House Results – Results from the Community Open Houses will be documented in presentation materials and incorporated into web-based applications in a manner that will allow interested individuals to weigh-in on the future vision for Corinth. The results materials will include:

- Feedback from specific questions asked at each station related to the specific Comprehensive Plan components
- Results of any keypad polling conducted during the open house or from surveys performed since the last results presentation
- Overall conclusions drawn from the open house discussions related to next steps

10.3 – Joint CPAC, P&Z, and City Council Workshop #3 – After the Phase IV –Vision Framework, the Kimley-Horn team will brief a joint session of the CPAC, P&Z Commission, and City Council on draft comprehensive plan recommendations and feedback received from the community. This workshop will also include discussion and direction about implementation priorities.

Task 11 – Preferred Comprehensive Plan Components

11.1 – Preferred Plan Components – Based on feedback from the Community Open House and final direction received from the Joint P&Z / City Council Workshop #3, the Kimley-Horn Team will prepare final Comprehensive Plan components that reflect the consensus of the community input for CPAC review and comment. These components, together with comments received from the CPAC, will guide the development of implementation strategies.

PHASE V – IMPLEMENTATION (MONTHS TEN THROUGH ELEVEN)

Task 12 – Implementation

12.1 – Implementation Strategies –Based on feedback from the draft comprehensive plan elements and final direction received from the Joint Workshop #3, the Kimley-Horn Team will prepare a matrix that identifies specific short-, medium-, and long-term

implementation actions and strategies, responsible parties, supporting parties, timeframes, and potential funding sources for the goals associated with each Vision Plan element, along with recommendations related to additional studies that should be undertaken by the City. Comprehensive Plan goals will be prioritized relative to local resources (time, money, manpower) and desired outcomes. Certain actions will need to be put in motion early since they take longer to come to fruition (i.e., legislative reform). In addition, certain goals may need to be advanced during a specific timeframe to avoid missing a market opportunity. Finally, the goals will need to be flexible enough to respond to certain strategic initiatives that might present themselves (i.e., private investment in a catalyst area).

12.2 – Comprehensive Plan Amendment Process – The Kimley-Horn team will develop a suggested methodology and approach for the City to utilize for future minor amendments to the Comprehensive Plan document.

12.3 – Joint CPAC, P&Z, and City Council Workshop #4 – After the Phase IV – Draft Vision Framework, the Kimley-Horn Team will brief a joint session of the AC, the Corinth Planning & Zoning Commission, and City Council on the key findings of Phase IV, recommend next steps in the planning process, and receive input for incorporation into the Final Vision and Report to be developed in Phase V.

12.4 – Comprehensive Plan Documentation - The Kimley-Horn Team will create a Final Plan document incorporating staff and CPAC input. The plan will be prepared utilizing Adobe InDesign and an interactive web version, GIS shape files, InDesign, and pdf files will be provided to the City as final deliverables, per city specs and subject to staff review and approval. Kimley-Horn will provide the resulting files to the City upon completion of the project.

12.5 – CPAC Review & Recommendation (one meeting) – The Kimley-Horn Team will present the updated Comprehensive Plan to the CPAC for their comment and formal Recommendation. The Kimley-Horn Team will incorporate any additional Committee comments into the final Comprehensive Plan prior to presentation to the Planning & Zoning Commission Hearing.

PHASE VI – ADOPTION (MONTH TWELVE)

Task 13 - Comprehensive Plan Adoption

13.1– Planning & Zoning Commission Recommendation (one (1) meeting) – The Kimley-Horn Team will present the Comprehensive Plan elements to the Corinth Planning & Zoning Commission in a public hearing for community and Commission comment. The Kimley-Horn Team will incorporate any additional Commission comments into the final Comprehensive Plan prior to presentation to the City Council.

13.2– City Council Adoption (up to two (2) meetings) – The Kimley-Horn Team will present the Final Comprehensive Vision Plan to the Corinth City Council at a public

hearing and in a second meeting, if needed, for adoption. Any subsequent changes by the Corinth City Council will be incorporated into the Final Comprehensive Plan document.

EXHIBIT "B" PROJECT SCHEDULE

Project Schedule

Corinth Comprehensive Plan and Master Parks/Trails Plan

Task	August	September	October	November	December	January	February	March	April	May	June
1.1 Project Initiation Meeting											
1.2 Tour											
1.3 Progress Meetings (Every 3 weeks)											
1.4 Internal Team Meeting (Every 2 weeks- up to 24 Meetings)											
2.1 Communications/Public Engagement Planning											
3.1 Data Collection/ Review											
4.1 Existing Conditions											
4.2 Market Demand Analysis											
5.1 Base Mapping											
5.2 Existing Conditions Mapping											
6.1 State of the City Input Sessions (1 day session)											
6.2 Select Stakeholder Interviews (up to 2 days total)											
6.3 Joint CPAC P&Z and City Council Workshop #1											
7.1 CPAC Meetings (up to 4 meetings in addition to joint meetings)											
7.2 Engagement through community events											
7.3 Web-based Engagement											
8.1 Community Charrette Preparation											
8.2 Community Charrette											
8.2.1 Community Charrette- Catalyst Site Scenarios											
8.2.2 Community Charrette-Master Parks and Trail Plans											
8.3 Charrette Results											
8.4 Joint CPAC, P&Z, and City Council Workshop #2											
9.1 Land Use Strategy											
9.2 Development/ Infrastructure and Public Services Strategy Update											
9.3 Economic/ Fiscal Strategy											
9.4 Mobility Strategy											
9.5 Master Parks and Trails Plan											
10.1 Community Open Houses (1 meeting)											
10.2 Open House results											
10.3 Joint CPAC, P&Z, and City Council Workshop #3											
11.1 Preferred Plan Components											
11.2 Implementation Strategies											
12.1 Comprehensive Plan Amendment Process											
12.2 Join CPAC, P&Z, and City Council Workshop #4											
12.3 CPAC Review & Recommendation (1 meeting)											
12.4 Comprehensive Plan Documentation											
12.5 CPAC Review & Recommendation (1 meeting)											
13.1 Planning & Zoning Commission Recommendations (1 meeting)											
13.2 City Council Adoption (up to 2 meetings)											
13.3 City Council Adoption (up to 2 meetings)											

Regular Meeting Schedule
 P/7 4th Monday
 C/C 1st/3rd Thursday
 CPAC 3rd Tuesday

Special Events
 APA Nov 6th-8th
 TMC Oct 9th- 11th
 PumokinPalooza Oct. 19th
 ICM Oct 18th- 22nd

EXHIBIT "C"
FEE SCHEDULE

Task 1	Project Initiation and Management	\$ 29,126
Task 2	Communications / Public Engagement Planning	6,721
Task 3	Project Background	8,180
Task 4	Demographic / Economic Analysis	20,850
Task 5	Mapping	8,435
Task 6	State of the City Input Sessions	24,298
Task 7	Stakeholder Involvement	24,110
Task 8	Community Engagement Event #1 – Charrette	48,997
Task 9	Draft Comprehensive Plan Components	62,845
Task 10	Community Engagement Event #2 – Open House	7,204
Task 11	Preferred Comprehensive Plan Components	17,321
Task 12	Implementation	18,502
Task 13	Comprehensive Plan Adoption	6,528
	LABOR SUBTOTAL	\$ 283,117
	EXPENSES	16,833
	TOTAL FEE	\$299,950

EXHIBIT "D"
**CITY REQUEST FOR STATEMENT OF QUALIFICATIONS FOR
COMPREHENSIVE PLAN UPDATE AND MASTER PARKS/TRAILS PLAN**



REQUEST FOR STATEMENT OF QUALIFICATIONS FOR COMPREHENSIVE PLAN UPDATE AND MASTER PARKS/TRAILS PLAN

SOQ #1123
CITY OF CORINTH, TEXAS

IMPORTANT DATES:

RFQ Issue Date:	Thursday, March 21, 2019
RFQ Publication Dates:	Thursday, March 21, 2019 and Thursday, March 28, 2019
Questions Deadline:	Thursday, April 4, 2019 @ 3:00 PM CST
Submittal Due Date and Time:	Thursday, April 25, 2019 @ 2:00 PM CST
Anticipated Contract Effective Date:	Thursday, June 20, 2019

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

Please submit one (1) original unbound proposal, two (2) complete bound copies of proposal, and one (1) complete copy in memory drive format (each with required signatures), in a sealed envelope or package to the address listed below.

Delivery & Mailing Address:

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

Proposal Contact:

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

Sealed submissions shall be clearly marked “SOQ #1123-Comprehensive Plan Update and Master Parks/Trails Plan” Do not open until 2:00 PM Thursday, April 25, 2019“; and include the respondent’s name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within. **All forms in Appendix B must be completed, signed and returned with the proposal.**

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

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

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

1. INTRODUCTION

The City of Corinth is accepting Statements of Qualifications from qualified firms to provide a Comprehensive Plan Update and a Parks Master Plan as described in this Request for Statement of Qualifications (SOQ). The successful respondent shall execute a contract with the City to furnish all equipment, materials, supplies, labor, permits, insurance and licenses in accordance with the instructions, specifications, terms and conditions set forth in this Request for Statement of Qualifications (SOQ). The successful respondent will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The contract shall commence upon the issuance of a Notice to Proceed by the City and shall automatically expire upon completion of the work and acceptance by the City.

2. REQUEST

The City of Corinth is seeking the professional services of a consulting firm with insightful skills and experience in the development and updating of comprehensive land use plan and park and trail master plans. The City's most recent Comprehensive Plan was completed in 2010.

The selected consultant will be responsible for updating the City's Comprehensive Plan, including, but not limited to policies to guide future growth and maintenance of existing development within the City. The selected consultant will also be responsible for the development of a Park and Trail Master Plan. This plan is to be a stand-alone plan, but also viewed as a part of the comprehensive plan.

A. COMPREHENSIVE PLAN

The current Comprehensive Plan includes a Baseline Analysis, Vision, Mobility Plan, Future Land Use Plan, Housing Strategies, Livability Strategies, Infrastructure Assessment, and Implementation.

3. BACKGROUND



With a land mass of nearly eight square miles, the City of Corinth is located just to the north of Lake Lewisville and is approximately 20 miles north of downtown Dallas. Corinth is also situated in the heart of Denton County, one of the fastest growing counties in Texas.

Oxford Economics Forecast predicts that Denton County will continue to be one of the leading counties in Texas for economic growth between 2017 and 2021.

Corinth will also continue to benefit from the continuous development throughout Denton County, its placement along the I-35E corridor, and the availability of developable tracts throughout the city.

In addition to these geographic assets Corinth residents enjoy quality housing opportunities that include multi-million-dollar houses overlooking Lake Lewisville, mid-priced homes, and desirable apartment living.

Corinth's medium household income of \$99,721 is one of the highest averages within the Dallas Fort Worth Metroplex.

Additionally, with 40 percent of its residents possessing a bachelor's degree or higher Corinth is a highly educated city.

4. HISTORY

The City of Corinth was organized in 1960, but the first settlement in the area can be traced back to 1846 when the original Peter's Colony was founded. In that same year the First Legislature of the State of Texas established Pinkneyville as the first county seat of Denton County. Pinkneyville was located just southeast of present day, Denton, and encompassed portions of present-day Corinth. Much of Corinth as it exists today was originally owned by Dr. T.A. Ball, who brought his family to this area in a covered wagon along with other settlers from Missouri shortly after the Civil War. Dr. Ball settled in the Corinth-Lake Dallas area and worked as the county doctor and served as a lay minister on Sundays. He donated the land for Shiloh Cemetery, as well as one acre of land for the Primitive Baptist Church in 1877, which was also named Shiloh.

In 1880, the Wichita and Dallas Railway obtained the right-of-way through this settlement and named the town, Corinth.

During the 1900's Corinth's economy consisted mostly of agricultural products, with cotton and peanuts being its principal crops. Corinth's original cotton gin was located on the northeast corner of N. Corinth Street and Walton Road.

In 1960 Corinth, with a population of 400, presented a petition before the Denton County Judge W.K. Baldrige to incorporate a two-mile square. This petition was granted by special election and included the naming of a temporary mayor and two councilmen by vote.

5. CURRENT CONDITIONS



Corinth experienced the highest rate of population growth between 1980 and 1990. The current population is 21,152 with projected build-out of 38,000+. With the completion of I-35E Phase One Project, Corinth is well poised as a gateway of regional and commercial development along the I-35 corridor.

The cities of Corinth, Hickory Creek, Lake Dallas and Shady Shores comprise a unique community of adjacent sister cities known locally as the Lake Cities. These Lake Cities share a considerable number of intermingled interests and resources. In view of these shared interests and the increased potential of future financial challenges the City of Corinth has made efforts towards the increased cooperation of these Lake Cities. Building upon the well-established partnerships like those utilized by the Corinth Police Department and the Lake Cities Fire Department the Lake Cities are studying the possibility of cooperation in several important new avenues. Currently the City of Corinth is pursuing collaboration with the Lake Cities in Economic Development, GIS services, Planning & Development with the concurrent adoption of similar codes and regulations such as the building code and engineering standards.

A. Key Development Projects



Millennium is a mixed-use development that includes luxury apartments, a hotel, a wedding venue, restaurants, retail, public plazas and other featured amenities. Millennium is already under construction on the north side of Dobbs Road, along I-35E. Several restaurants are also locating just south of Millennium on the northeast corner of I-35E and Swisher Road. The construction of Corinth's Huffines Kia Subaru dealership is nearing completion.

Development activity and interest is also occurring along F.M. 2181. Oxford at Lake View, a vertical mixed-use development just a quarter of a mile from I-35E, is receiving certificates of occupancy. Soon neighborhood services, retail, and restaurants are also planned at the intersection of F.M. 2181 and F.M. 2499.

Corinth has seen a significant increase in the issuance of housing permits in the past several years. Future residents will have a large variety of housing types to choose from. This variety includes single-family, energy efficient detached homes of varying sizes, townhomes, and multi-family housing. Corinth's multi-family housing options are offered in vertical and horizontal planned development communities. Additionally, many of the city's detached assisted living and independent living options will be available in the coming years.



6. SNAPSHOT OF CORINTH

A. Population

Historically, Corinth's growth has mirrored that of Denton County and in recent years the City's growth has accounted for 2.5% to 3% of the county's total growth.

B. Housing

The City’s housing stock is reflective of both the state and county with predominantly owner-occupied, single-family units. However, Corinth’s percentage of owner-occupied versus rental units are significantly higher at 82% than the state’s average of 62% and the county’s 64%. The City of Corinth’s multi-family unit stock is much lower at 12.6% than the state’s 24.6% and the county’s 25.7%.

Although, housing is more expensive in the City than the state’s average, Corinth’s homeowners enjoy high quality housing at a lower average cost than their neighboring cities within Denton County.

C. Health and Safety

Corinth residents enjoy good health and access to recreational opportunities and are considered among the top U.S. performers in the overall health category. Access to quality medical care with nearby Medical City Denton Hospital, North Texas Hospital and several other hospitals and health clinics contribute to this high standard of health within the community. Having been rated the 15th safest city in Texas by the National Council for Home Safety and Security is well known as a safe community for families and children. The National Council for Home and Safety and Security rating is based on both the number of crimes per 10,000 persons, as well as fatal crashes. The City of Corinth had notably low violent crime rate of 1.69 per 10,000 persons.

D. Education

The community is not only well educated but is also home to a campus of North Central Texas College and is conveniently located near six major universities offering bachelor’s degree. Corinth K-12 students also enjoy high marks within the Lake Dallas Independent School District and Denton Independent School District schools.

E. Economy

Corinth is well positioned within the Metroplex and its residents benefit from the region’s healthy job market and healthy economy. With numerous jobs within a 45-minute drive, approximately 95.4% of the City’s population is in the labor force. At 4.6% Corinth’s unemployment rate is slightly higher than the state’s unemployment rate 4.0%, and marginally higher than the county’s low unemployment rate of 3.3%.

7. PRESENT FORM OF GOVERNMENT

Corinth has a Council – Manager form of government under the Home Rule Charter that was adopted by general election in 1999. Under this charter, the City is required to establish a council comprised of five (5) Councilmembers, and a Mayor to be elected by qualified voters of the entire City for a term of two years. All Councilmembers are elected by place and by plurality of votes in a municipal election and “at-large.”

CORINTH TODAY

Population

21,152

Median Age

37.3

Average Household Size

2.91

Home Ownership

82%

Average Home Value

\$269,668

Median Household Income

\$99,721

Retail Sales Per Capita

\$16,034

High School Graduate or Higher

94.4%

Bachelor’s Degree or Higher

40.2%

In addition to the City Council the City of Corinth also has a Planning and Zoning Commission. The Planning and Zoning Commission is an advisory board that acts on all matters related to zoning, city planning, and development applications. The Commission's main function is to prepare and maintain the City's Comprehensive Plan. This Plan is established to ensure orderly growth and to preserve the unique character of the community.

8. CITY COUNCIL POLICY AREAS

The City Manager and senior staff are eager to move forward in our sustainability efforts and increasing civic engagement. The Mayor and City Council are also committed to these goals and providing a high quality of life for the residents of Corinth. This commitment is reflected in five broad policy areas listed below:

A. Broad Policy Areas

1. Economic Development - Create a cohesive economic development/investment strategy
 - Focus on good retail, sit-down restaurants, events and entertainment within the city
 - Create strong relationships with NCTC, THR, DCTA, and land owners along I-35E through the establishment of a TIF/TIRZ.
 - Continue conducting business retention interviews
 - Utilize an ESRI database for business focused demographic data
 - Build a network of commercial real estate brokers to help promote the City for development
 - Create promotional material
 - Evaluate the use of consultants to assist with targeted business recruitment
 - Seek additional broadband internet providers to serve the community
2. Infrastructure Investment – Ensure the implementation of a CIP program that invests in the water system and transportation network to compliment economic development efforts.
 - Lake Sharon/Dobbs Road alignment
 - Construct the elevated water storage tank near CoServ
 - Secure legislation to financially support the fire department
 - Seek state and federal funding for drainage improvements along Lynchburg Creek
 - Adopt an asset management plan with life-cycle costing features and incorporate into the CIP and budgeting process
 - Complete remodel of the Public Works facility
 - Upgrade the Internet connection between city facilities
 - Update the City's land use plan and park master plan
 - Promote water conservation through education and incentives



3. Regional Coordination
Corinth is ideally located along I-35E in Denton County and is the largest of the four Lake Cities. Being a member of the larger Dallas Fort Worth Metroplex, it is necessary for Corinth to be active in a wide variety of regional efforts.

- Participate in Lake Cities joint meetings and explore joint service delivery opportunities

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- Partner with Lake Cities Municipal Utility Authority (LCMUA) to provide GIS services
- Encourage the expansion of health services training through NCTC
- Continue pursuing partnerships with Denton County
- Open fire house #3
- Participate in NCTCOG programs
- Participate in the North Texas Commission
- Establish and Maintain Intergovernmental Relations with the following communities and/or organizations:

City of Denton
City of Hickory Creek
City of Lake Dallas
City of Shady Shores
Denton County
Denton County Transportation Authority (DCTA)
Denton ISD
Lake Dallas ISD
National League of Cities (NLC)
Texas Municipal League (TML)
Texas Woman’s University (TWU)
University of North Texas (UNT)
Lake Cities Municipal Utility Authority (LCMUA)
Upper Trinity Regional Water District (UTRWD)
Texas Department of Transportation (TXDOT)

4. Resident Engagement and Customer Service

- Communication
- Community family events
- HOA outreach
- Park improvements
 - Soccer netting
 - Playground surfacing

5. Human Resource Management – Demonstrate a commitment to employee development and growth.

- Competitive compensation plan to ensure Recruitment and Retention
- Training and succession planning
- Culture survey

9. STRATEGIES AND TACTICS

The following strategies were identified to ensure that the FY 2019 budget meets both today’s need and positions the City of Corinth in a positive financial future. The focus has also been to develop a spending plan that is attentive to tax rate management.

The City staff will employ these strategies and tactics:

- A. Delivery of fire services – Fire services has three essential components:
1. Interlocal agreement for fire services within the Lake Cities
 2. Securing legislation to establish a fire district
 3. Opening fire house #3

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- B. Human Resource Management – The City has an outstanding employee base.
1. Work will continue with supervisory training, staff development, implementation of the requisite organization, and alignment of the organizational culture with an integrative and developmental focus. The aim of this developmental focus is to encourage increased service to the community with improved internal communication and coordination.
 2. Employee culture survey is planned for Spring 2019
 3. Employees Salary Study and Adjustment (completed)
 4. Negotiation and plan change for Health Insurance resulted in cost reduction of 26.56%

C. Infrastructure development – The focus on infrastructure falls into four areas:

1. Transportation: The alignment of Lake Sharon Drive and Dobbs Road with access under I-35E is needed for economic development opportunities and to improve traffic flow within Corinth and the region. While the bridge is included in TXDOT's Phase II Improvements to I-35E, the city needs to align the two connecting roads and secure the necessary right-of-way to underpass and complete the Corinth Parkway Loop. Quail Run Drive will need to be realigned in order to provide a 90-degree intersection and avoid conflict with the proposed on-ramp.

The Lake Sharon Street extension has been funded and is under construction. Completion is targeted in summer 2019.

2. Water: A site has been secured on the CoServ property for an elevated water storage tank. Council approved a utility rate increase in March 2018 and the rates appear to be generating revenues beyond projections that will cover a significant portion of the debt issue. However, a full rate cycle is recommended to view the impact of the rate signals. A cost review of water and wastewater components is underway in anticipation of Council review of the rates in May of 2019.
3. Drainage: Lynchburg Creek is a significant drainage feature in Corinth that feeds into Lake Lewisville. Significant portions of the land around the creek is undeveloped. FEMA is currently remapping the floodplain and there will be impacts to property owners and homeowners in various locations along Lynchburg Creek. A flood study is underway with Jones and Carter Engineering to identify solutions with the intended strategy to seek grant funding to mitigate any flood impact. Funds have also been included for the City's participation in the Denton County Greenbelt Plan, the American Geophysical Union's (AGU) Thriving Earth Exchange (TEX) program, NCTCOGs iSWM program, and the Geos Institutes Climate Resiliency program.
4. Asset Management: An Asset Management Plan (AMP) will be completed this fiscal year to manage the significant investments made in public assets, such as streets, utility lines, buildings and equipment. Most of these assets were built in the 1980's and 1990's and carry a life cycle of 40 to 50 years. The AMP will need to be incorporated into the CIP during the spring in order to guide future development.

- D. Planning and Development - The Comprehensive Plan is one of the most important plans or tools used by municipalities. The "Plan" is the guide or roadmap in which all zoning and land use decisions are based. The Comprehensive Plan is a product of the community's vision and establishes the priorities and goals for future growth and development that determines the pattern of land use, the transportation network, parks and trails, and public facilities.

The Comprehensive Plan Update and Master Parks/Trails Plan have been funded and is planned for 2019.

Developers are currently targeting Corinth for development opportunities, with our mere 8 square miles and vacant land mainly along the critical I-35E corridor, we must be prepared. The Comprehensive Plan and Master Parks/Trails Plan update, and adoption will help to ensure that Corinth develops as a premier

planned community in the Metroplex - one that reflects the desires of the Planning & Zoning Commission, Council and the residents in which we serve.

- E. Economic Development – Encouraging development along the I-35E corridor has been expressed in every future development discussion. Beyond the economic development strategies funded in the budget, funds are also earmarked for the development of the Tax Increment Reinvestment Zone TIRZ district. Although, the full scope has not yet been developed, such an effort could conceivably enable North Central Texas College NCTC to partially utilize the Texas Health Resources THR owned property on Corinth Parkway in their health services program. It could also help Corinth secure a DCTA rail stop for students travelling between the Denton and Lewisville campuses. Moreover, the proposed TIRZ could enable NCTC to incorporate their adjoining property for commercial development and encourage THR to utilize their property, the Atrium Hospital site, rather than allowing it to sit idle. A TIRZ could also encourage a coordinated effort of of developments such as the CoServ properties, the Millennium development, and other vacant/underutilized properties along I-35 E and a future Transit Oriented Development TOD.
- F. Fiscal Responsibility – The budget is structurally and fiscally sound with ongoing revenues covering ongoing expenses. Further, preparation of the budget has been done with the 2019 legislative session in mind. The anticipated legislation may cap local revenues and expenditures. Therefore, the budget has been prepared to provide a base from which to work in the future.

10. LONG RANGE PLANS AND PROJECTS

Corinth is an award-winning community, having earned several significant key designations for sustainability. These achievements include:

- A 3-STAR Community Rating in STAR Communities
- A Silver designation as a LEED certified City
- A Gold designation in SolSmart
- An upgraded Silver designation as a Scenic City
- A Certificate of Achievement for Excellence in Financial Reporting
- An upgraded ISO rating of 2/2Y
- An American Public Works Association (APWA) accredited Public Works Department

Other sustainability efforts and long-range plans and projects are currently underway and include:

A. List of Long-Range Plans/Projects

Plan/Project	Completion Date
Climate Resiliency	Initiated October 2018
Green Infrastructure Plan	February 2019
iSWM	March 2019
Complete Streets	TBD
Strategic Plan	December 2018 (Recently Approved)
Lynchburg Creek Drainage Study	February, 2019
Greenroads	Under Consideration
Communication Strategic Plan	February 2019 (Anticipated Approval)
Unified Development Code (UDC) Updates	On-going

11. PUBLIC IMPROVEMENT PROJECTS

In order to continue providing excellent public services to our residents and attracting quality development, the City has several infrastructure projects planned in key locations. The Lake Sharon Drive extension under I-35E will provide greater access to I-35E in a key location. This section of the I-35 corridor is planned for higher density, mixed-use commercial development. Gravity Sewer along Parkridge Drive is also a significant public improvement project and investment in the community. This will provide sewer service in an area along F.M. 2499 and Parkridge Drive that has large undeveloped tracts of land.

Plan/Project	Projected Timeframe
Quail Run Elevated Storage Tank	Construction to Commence Summer 2019
Gravity Sewer (Parkridge Dr. and F.M. 2181)	Under Consideration
Lake Sharon Extension to F.M. 2499	TBD
Lake Sharon/Dobbs Road Alignment	Commence Construction Summer 2019
Lake Sharon Interchange at I-35E	TBD
Public Works Facility (Renovation)	June 2019
Lynchburg Creek Flood Mitigation	Commence January 2020
Parkridge Drive (Church Dr. to Lake Sharon Dr.)	TBD
Quail Run Realignment	Commence FY 2019/2020

12. COMPREHENSIVE PLAN UPDATE OBJECTIVES

In addition to reevaluating and updating the Comprehensive Plan, developing policies to maintain developed portions of the City and guide future growth, as well as developing a Park Master Plan and Trail Plan, the update process should also provide research and innovative strategies to address:

- A Comprehensive Plan Update that achieves an APA Comprehensive Plan Standards for Sustaining Places designation
- A Comprehensive Plan Update that is unique to Corinth
- Driven by our Strategic Plan
- Future trends, such as, but not limited to Autonomous Vehicles (Smart City)
- Incorporates the latest technology
- Future DCTA Rail Station and multi-modal
- A community gathering location providing identity for citizens through open space, amenities, and potential retail and restaurant opportunities (City Center)
- Identifies future financing opportunities for TOD and TIRZ area
- Includes “Placemaking” elements and features
- Is consistent with our branding theme and establishes and incorporates Corinth’s Identity
- Economic Development focus that is market based for the I-35E Corridor vacant land and redevelopment opportunities
- Overall update for land use concepts and recommended land use descriptions in the Comprehensive Plan
- Park and Trail Master Plan either incorporated into the Comprehensive Plan or referenced into the Comprehensive Plan
- Park and Trail Master Plan that meets the requirements of the Texas Parks and Wildlife grant application process
- Provide special design studies for remaining undeveloped tracts along the I-35E corridor

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- Park and Trail Master Plan considered by the Comprehensive Plan Update and the Non-Motorized Trail Plan
- Park and Trail Master Plan that incorporates Denton County Greenbelt recommendations for Corinth
- Park and Trail Master Plan that incorporates Lynchburg Creek area/Regional Detention recreational areas
- Park and Trail Master Plan that incorporates municipal open, green space for a City Center

The goal of this Update is to produce a Comprehensive Plan that:

- Is supported by current and comprehensive data
- Incorporates best practices regarding planning, economic development, urban design, livability, and resiliency
- Provides a framework for evaluating development proposals in the City, including detailed goals, objectives and policy statements
- Includes innovative implementation and fiscal approaches to ensure successful implementation of the policies and programs outlined in the Comprehensive Plan
- Is highly visual, concise, and easy to use

A. COMMUNITY VISIONING

Community input and visioning are core and critical elements of the planning process. The consultant will work with staff to develop an extensive public involvement process. The plan should take advantage of new and existing technologies to make it easy for the public to access information and promote participation by all segments of the community. We are particularly interested in the firm's experience in successfully engaging the community through a variety of innovative methods.

The consultant team must demonstrate extensive expertise in the public participation and facilitation process. Additionally, the consultant team must exhibit the ability to provide effective participation techniques that result in inclusive and timely decisions. Identify your experience in developing and managing public input.

B. ANTICIPATED TASKS AND SERVICES

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

The selected consultant will be expected to recommend and reflect on a publication such as, *Suburban Remix, Creating the Next Generation of Urban Places*, Edited by Jason Beske and David Dixon and *Suburban Nation, The Rise of Sprawl and the Decline of the American Dream* by Andres Duany, Elizabeth Plater-Zyberk, and Jeff Speck and be well versed in the practices and principles, as well as skilled in how to apply such principles to the scope of services. The book's concepts will be utilized by the consultant to stimulate active participation of the Comprehensive Plan Advisory Committee.

The selected consultant will be responsible for the necessary outreach, research, development, and production tasks associated with the update and adoption of the Comprehensive Plan. Although specific goals and outcomes are expected, there is flexibility in the specific methods to achieve those goals and outcomes. Input is requested from the proposer.

These tasks will include, but are not limited to:

- Research and review of existing Comprehensive Plan and related Plans, Policies, and Studies
- Evaluating and identifying potential locations for future Area Plans
- Market analysis (depth of the studies to be determined during interviews and negotiations) to address the feasible development potential of the areas noted below. The basis of the information is needed to

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determine if the Future Land Use Plan designations and zoning can be reasonably supported by the existing and future market for:

- ❖ I-35E corridor
 - ❖ F.M. 2181 corridor
 - ❖ F.M. 2499 corridor
 - ❖ TOD Area
 - ❖ City Center (Consultant to recommend appropriate location options)
- Extensive public involvement and meetings with City staff, officials, and interested parties associated with the development, implementation and adoption of the Comprehensive Plan
 - Creation of Comprehensive Plan and all supporting documentation
 - Production and distribution of plan materials and final products in various media and interactive formats (i.e. GIS layers, interactive PDF on CD-ROM, internet-formatted Plan, Word Documents, etc.).

Products produced as a part of the update process, including but not limited to GIS layers, interactive PDF, Internet-formatted Plan, studies, documents, drawing, etc., shall be the property of the City of Corinth.

C. SCHEDULE

The final schedule for adoption will be determined during the negotiation of the professional services agreement, but an anticipated schedule is as follows:

May 2019	Staff interviews Consulting Firms
June 2019	City Council
June 2019	City Council appoints Comprehensive Plan Advisory Committee (CPAC)
July 2019	Kick-off/Orientation meeting with CPAC
August-September 2019	Visioning, Plan Development, meetings with Staff and CPAC
October 2019	Final Draft of Plan presented to CPAC and seek recommendation from CPAC
November 2019	Planning and Zoning Commission Public Hearing and Recommendation
December 2019	City Council Public Hearing and Anticipated Plan Adoption

13. ADDITIONAL RESOURCES

Please see the following additional resources:

1. Comprehensive Plan: <https://www.cityofcorinth.com/DocumentCenter/Index/77>

2. STAR Communities: <http://www.starcommunities.org/>

To View Corinth's Full Report: <http://www.starcommunities.org/certification/certified-star-communities/corinth-texas/>

3. SolSmart: <http://www.solsmart.org/>

4. Strategic Plan: <https://www.cityofcorinth.com/DocumentCenter/View/10591/Embracing-the-Future>

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5. Unified Development Code (UDC):
https://library.municode.com/tx/corinth/codes/unified_development_code
6. Sign and Fence Screening Regulations (Sign Ordinance):
https://library.municode.com/tx/corinth/codes/unified_development_code?nodeId=S4SIFESCRE_SECTION_4.01SIRE
7. American Planning Association's Sustaining Places Initiative (Comprehensive Plan Certification):
<https://www.planning.org/sustainingplaces/compplanstandards/>

APA's Comprehensive Plan "Sustaining Places" Designation Scoring Matrix:
http://planning-org-uploaded-media.s3.amazonaws.com/legacy_resources/sustainingplaces/compplanstandards/pdf/scoringmatrix.pdf
8. Park Master Plan:

Note: The draft Park Master Plan was a study performed by University of Texas at Arlington students and; therefore, is not available on-line. A .pdf copy can be furnished upon request.
9. Non-Motorized System Master Plan (Trail Plan):
<https://www.cityofcorinth.com/DocumentCenter/View/7312/Trails-Master-Plan?bidId=>

9. SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

A. FORMAT AND REQUIREMENTS FOR TECHNICAL PROPOSAL SUBMITTAL (PRICE/COST RELATED INFORMATION SHALL NOT BE INCLUDED IN THE SUBMITTAL)

The technical proposal shall contain the following information at a minimum to be considered responsive and shall be in the following order:

1. COVER LETTER

Provide a cover letter indicating your firm's understanding of the requirements relating to this SOQ. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this SOQ. A person who is authorized by the organization to enter into an agreement with the City of Corinth, Texas shall sign the letter.

Please include all contact information.

2. COMPANY BACKGROUND

- a) Years in business under present name. If business names is under three (3) years then prior 10 year affiliations are required.
- b) Name and address of each office location.
- c) Ownership Structure (Corporation/Partnership).
- d) Names and titles of officers in the company.
- e) Company trade organizations/associations/affiliations.

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3. TEAM QUALIFICATIONS

- a) Describe the firm's qualifications and experience.
- b) Indicate the person in charge of this project.
- c) Provide resumes for key firm personnel that will be assigned to this project. Include license/certification information for such personnel.
- d) Provide a diagram of proposed organizational structure.
- e) Additional Team Members - Furnish list of representative consultants by type and by name. Furnish resumes and credentials of key consultant personnel.

4. PROJECT EXPERIENCE

- a) Demonstrate the firm's qualifications and experience in performing the scope of services requested for this project.
- b) Provide information, regarding recent similar projects best illustrating current qualifications for this project, including renderings, layouts, pictures and contact persons. Provide at least five (5) projects completed within the last (5-10) years (Include approved and actual budget, examples of how you worked to ensure value with the budgeted amount in the project, and timeline for completion).
- c) In order to demonstrate proficiency, identification of the firm's experience of comprehensive plans and parks/trails master plans may be utilized.

5. PROJECT APPROACH

- a) Discuss the proposed project approach to fulfill the scope of services listed within this SOQ.
- b) Discuss your project management approach as it relates to this project.

6. REFERENCES

- a) Include a minimum of five (5) references of similar projects completed within the last five to ten years. Indicate contact information for the project's current point of contact.

7. SUPPLEMENTAL INFORMATION

- a) Provide any other information you feel is appropriate to assist the review committee in firm selection.

8. ACKNOWLEDGMENT OF ADDENDA, IF APPLICABLE

- a) Acknowledge and sign all addenda, if applicable.

9. SUBMITTAL FORMS - APPENDIX B

- a) Complete and sign all forms included in Appendix B.

10. PROFESSIONAL SERVICES AGREEMENT – APPENDIX C

- a) The successful Respondent will be required to execute a substantial copy of the City's form contract included as Appendix C to this SOQ.

Proposals may not be withdrawn or canceled for a period of (120) days following the date designated for the receipt of proposals, and respondents so agree upon the submission of their proposal. Respondents are expected to examine the instructions, specifications, terms and conditions prior to submitting their SOQ. Failure to do so will be at the respondent's risk. At the City's request, Respondents may be selected for in-person presentations. All proposals and related materials become the property of the City. The City reserves the right to reject any or all proposals submitted.

10. EVALUATION PROCEDURES

A. Consultant Selection Process

In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the City after the closing date.

The following is the anticipated SOQ review and consultant selection process:

1. City Staff will review SOQ responses and compile a shortlist of qualified firms for further evaluation. Only those firms who are placed on the shortlist on the basis of the evaluation criteria will be considered. Cost-related or price-related evaluation factors will not be used. Written notification will be provided to shortlisted firms and to those not selected for the shortlist.
2. City Staff will conduct interviews with the shortlisted firms. Selection may be made strictly from the information provided in the SOQ response. However, the City reserves the right to conduct interviews and request presentations from any Respondent. City Staff will contact each shortlisted firm to arrange a date and time for the interviews, if applicable.
3. City Staff will select the highest ranked firm based upon final review of the SOQ responses, and the shortlist interviews, if applicable.
4. City Staff will enter into negotiations with the highest ranked firm on the basis of the SOQ response, and interview, if applicable.
5. Negotiations will continue until terms, conditions, and a fair and reasonable price are agreed upon. If a successful contract cannot be negotiated with the most qualified firm, the City shall formally end negotiations with that provider, select the next highest ranked firm, and begin negotiations, and continue this process until successful negotiations are completed. Once negotiations have ceased with a firm, reopening negotiations with that firm is not allowed.
6. Upon completion of the approval process and approval of the contract terms and conditions by the City's Legal consultant, the contract will be signed by the successful Respondent and the City.

B. Evaluation Criteria

The City will review all SOQ's for completeness based on the requirements in this SOQ. Those found to be incomplete or fail to address the needs of the City will not be evaluated.

A selection committee will review the SOQ's received in accordance with the requirements defined in the SOQ. The objective of the selection committee will be to select the firm that is the most highly qualified to service the City's needs.

Proposals will be evaluated on, but not limited to, the following criteria and will be awarded points in each category up to the maximum number of points listed:

Criteria	Maximum # of Points
1. Quality of response submission. All information requested has been submitted. The correct number of responses has been submitted.	10
2. The consultant's history, background, staffing, and capabilities to complete this assignment and to meet insurance requirements set forth in Exhibit "A" as well as all other requirements set forth in this SOQ.	15
3. Approach to providing services, proposed methodology, project management, and timeline. Commitment to meeting project agendas, time frames, and budgets.	25
4. Key personnel or sub consultants' background, qualifications, demonstrated experience in the land use development industry.	25

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- | | |
|---|-----------|
| 5. Experience and demonstrated expertise in developing a similar completed and approved Plans for similarly-sized communities. Municipal references and samples provided for work of similar scope. | 25 |
|---|-----------|
-

TOTAL	100
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The City reserves the right to:

- require additional technical and pricing information;
- have discussions with Respondents regarding all elements which comprise the Respondent's proposal;
- to accept all or part of any proposal;
- to reject any or all proposals;
- to re-solicit for proposals.



APPENDIX A

INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS

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A. GENERAL INFORMATION

1. **Confidentiality:** Information contained in this Request for SOQ is confidential and is to be used only for the purpose of preparing legitimate proposals for all or part of the services stipulated in this Request for SOQ.
2. **Proposal Preparation Cost:** All costs associated with the preparation of the proposal will be borne by the respondent.
3. **Withdrawal of Proposal:** Proposals may be withdrawn prior to the closing time for SOQ's, as long as the request is submitted in writing by an authorized representative. Thereafter, all proposals shall remain open and valid for a period of 120 days.
4. **Authorized Signature:** All proposal forms must be signed by persons who have the legal authority to bind the respondent to the proposed services.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.

6. Insurance

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

7. Insurance Requirements

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

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

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

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

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

7.1 Professional Services Requirements

- A. Definition:** Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.
- B. Minimum Limits of Insurance:**
1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury, and property damage. Policy must include coverage listed in Section 7.A.1.
 2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
 3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
 4. Professional Liability: Also known as Errors and Omissions: \$500,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City.

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TERMS AND CONDITIONS

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

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

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M. DELIVERY:

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

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

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

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

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

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

S. INVOICES: Each invoice shall contain the successful respondent's name and address, City of Corinth's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Corinth, Attention Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.

T. LATE SUBMITTALS: The City of Corinth will reject late proposals. The City of Corinth is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office, for confirmation of receipt you may contact Cindy Troyer, Purchasing Agent at 940-498-3244.

U. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- a. Have adequate financial resources or the ability to obtain such resources.
- b. Be able to comply with the instructions, specifications, terms and conditions.
- c. Have a satisfactory record of performance.
- d. Have a satisfactory record of integrity and ethics.
- e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

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- V. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Bidder agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.
- W. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- X. PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Corinth from claims involving infringements of patents and/or copyrights.
- Y. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- Z. PRICES HELD FIRM:** All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
- If during the life of the contract, the successful vendor's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Corinth, Texas.
- AA. PURCHASE ORDER:** The City of Corinth shall generate a purchase order(s) to the successful respondent. The purchase order number must appear on all itemized invoices.
- BB. QUANTITIES:** Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid price. Individual purchase orders will be issued on an as-needed basis.
- CC. REFERENCES:** The City of Corinth requests Respondent to supply, with its proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- DD. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** Information submitted by the Company shall not be released by the City, and the RFQ will not be available for inspection, during the evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- EE. REQUIRED DOCUMENTATION:** In response to this solicitation, all documentation required by this solicitation must be provided.
- FF. SALES TAX:** The City of Corinth is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- GG. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- HH. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- II. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- JJ. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Corinth, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.
- KK. TERMINATION FOR DEFAULT:** The City of Corinth reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City of Corinth reserves the right to terminate the contract in the manner set forth in the attached Contract.
- LL. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a 10 day written notice prior to any cancellation. The successful respondent

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must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.

- MM. TRAVEL AND DIRECT CHARGES:** The City of Corinth shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- NN. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- OO. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the respondent prior to the proposal deadline.



APPENDIX B

SUBMITTAL FORMS

SUBMITTAL EXCEPTION FORM

THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR PROPOSAL

Any exceptions to the RFQ (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.

There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the City may not accept additional exceptions after final submission of this proposal.

Signature

Company

Date

No exceptions are taken to this solicitation.

Signature

Company

Date

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FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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

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

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

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

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

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COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CITY OF CORINTH SOQ #1123
REQUEST FOR STATEMENT OF QUALIFICATIONS FOR COMPREHENSIVE PLAN UPDATE
AND MASTER PARKS/TRAILS PLAN

VENDOR REFERENCES

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

REFERENCE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

CITY OF CORINTH SOQ #1123
REQUEST FOR STATEMENT OF QUALIFICATIONS FOR COMPREHENSIVE PLAN UPDATE
AND MASTER PARKS/TRAILS PLAN

CERTIFICATION FORM

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

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
8. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
9. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
10. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
11. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
12. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

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

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

Company Name: _____

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

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

AUTHORIZED REPRESENTATIVE:

Signature

Date

Printed Name

Title

Email Address

Phone



APPENDIX C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

§
§

AGREEMENT FOR CONSULTING SERVICES

COUNTY OF DENTON §

This agreement (“Agreement”) is made by and between the City of Corinth, Texas, a home-rule municipal corporation (“City”) and _____, a _____ (“Consultant”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit “A”** (the “Scope of Services” or “Services”) to assist the City with the following project: **COMPREHENSIVE PLAN UPDATE AND MASTER PARKS/TRAILS PLAN** (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement; and

WHEREAS, City published a request for Statement of Qualifications for the Project and Consultant provided a response; and

WHEREAS, City determined Consultant to be the most qualified respondent and entered into negotiations for Consultant to provide the Services set forth in this Agreement; and

WHEREAS, City Council approved the award of this Agreement to Consultant in accordance with the terms set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I

Incorporation of Recitals/Agreement Documents/Term

1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein.

1.2 Agreement. This Agreement shall be comprised of the following documents: (1) this Agreement; (2) **Exhibit “A”**, “Scope of Services”; (3) **Exhibit “B”**, “Project Schedule”; (4) **Exhibit “C”**, “Fee Schedule”; (5) City’s Request for Statement of Qualifications for Comprehensive Plan Update And Master Parks/Trails Plan (“City SOQ”), a copy of which is attached hereto and incorporated herein as **Exhibit “D”** hereto; and (6) Consultant’s response to City SOQ, a copy of which is attached hereto and incorporated herein as **Exhibit “E”** hereto. In the event of a conflict between one or more of the terms and provisions contained within the foregoing documents, in order to resolve any such conflict, priority of interpretation shall be given in the order that those documents are listed in this section.

1.3 Term. This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the Services, unless sooner terminated as provided herein.

Article II
Scope of Service

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the Services performed hereunder.

2.4 All information, documents, records and reports developed as a result of the Services provided under this Agreement shall be the property of the City (hereinafter "Documents"). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

Article III
Schedule of Work – Project Completion

The Consultant agrees to complete the required Services and submit all work required by the City in accordance with the Project Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**, and as outlined in the Scope of Services within [redacted] consecutive calendar days, exclusive of any review time by City, from the date of written Notice to Proceed from City to Consultant. The Parties hereto agree and understand that time is of the essence and that failure to timely perform obligations as required under this Agreement will result in damages to the other Party.

Article IV
Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for Services that shows the names of the Consultant's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, percentage of work completed on the Project through the end of the then submitted billing period, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such approved monthly statements within thirty (30) days after receipt and City verification of the Services and

expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the Services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services. Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

4.4 Consultant shall keep accurate records of its Services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by Consultant for two (2) years following the expiration of this Agreement.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties. When Consultant is directed to revise or expand the Scope of Services under this Section of the Agreement, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of such services and accept the method and amount of compensation and the time involved in all phases of the Project. It is expressly understood and agreed by Consultant that any compensation not specified in Article IV herein above may require Corinth City Council approval and is subject to the current budget year limitations.

5.2 To the extent reasonably necessary for the Consultant to perform the Services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the Services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 The City may require that Consultant submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI **Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such

surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Attn:
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone:
Fax:
Email:

If intended for Consultant:

Attn:
Address:
Telephone:
Fax:
Email:

6.10 Insurance. Before commencing work, Consultant shall, at its own expense, procure, pay for and shall maintain during the term of this Agreement insurance in accordance with the requirements set forth in the City SOQ, Exhibit "D", entitled "Insurance Requirements", and written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 **Indemnification.** CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONSULTANT SHALL RETAIN CITY'S APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONSULTANT SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT.

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 **Consultant's Liability.** Acceptance of the Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any

defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure any such default after ten (10) days days written notice thereof, to terminate this Agreement on the eleventh (11th) day following the date of City's written notice of default. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

6.18 Termination Without Cause. In addition to termination for default as set forth in Section 6.17 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Consultant thirty (30) days written notice of such termination.

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. If Consultant has not met one or more percentage benchmarks as identified in **Exhibit "B"**, "**Project Schedule**", Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "C"**, "**Fee Schedule**". Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant's nonperformance under this Agreement, the cost to City to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. City's remedies for Consultant's default or breach under this Agreement shall include monetary damages as allowed by law, re-performance of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement.

6.20 Confidential Information. Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature.

Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

6.21 Conflict of Interest. Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Agreement. All activities, investigations and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates or subcontractors of Consultant.

6.22 No Third Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

6.23 Prohibition regarding Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Consultant verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2019.

CITY OF CORINTH, TEXAS

By: _____
Bob Hart, City Manager

Attest:

By: _____
Kim Pence, City Secretary

Approved As To Form:

By: _____
Patricia A. Adams, City Attorney

EXECUTED this _____ day of _____, 2018.

CONSULTANT

(NAME OF CONSULTANT)

By: _____

Name: _____

Title: _____

**ACKNOWLEDGMENTS
CONSULTANT**

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, _____ of _____, a _____, on
behalf of such entity.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF DENTON)

CITY

This instrument was acknowledged before me on the _____ day of _____, 20____
by **BOB HART**, City Manager of the City of Corinth, a home rule municipal corporation, on behalf of such
corporation.

Notary Public, State of Texas

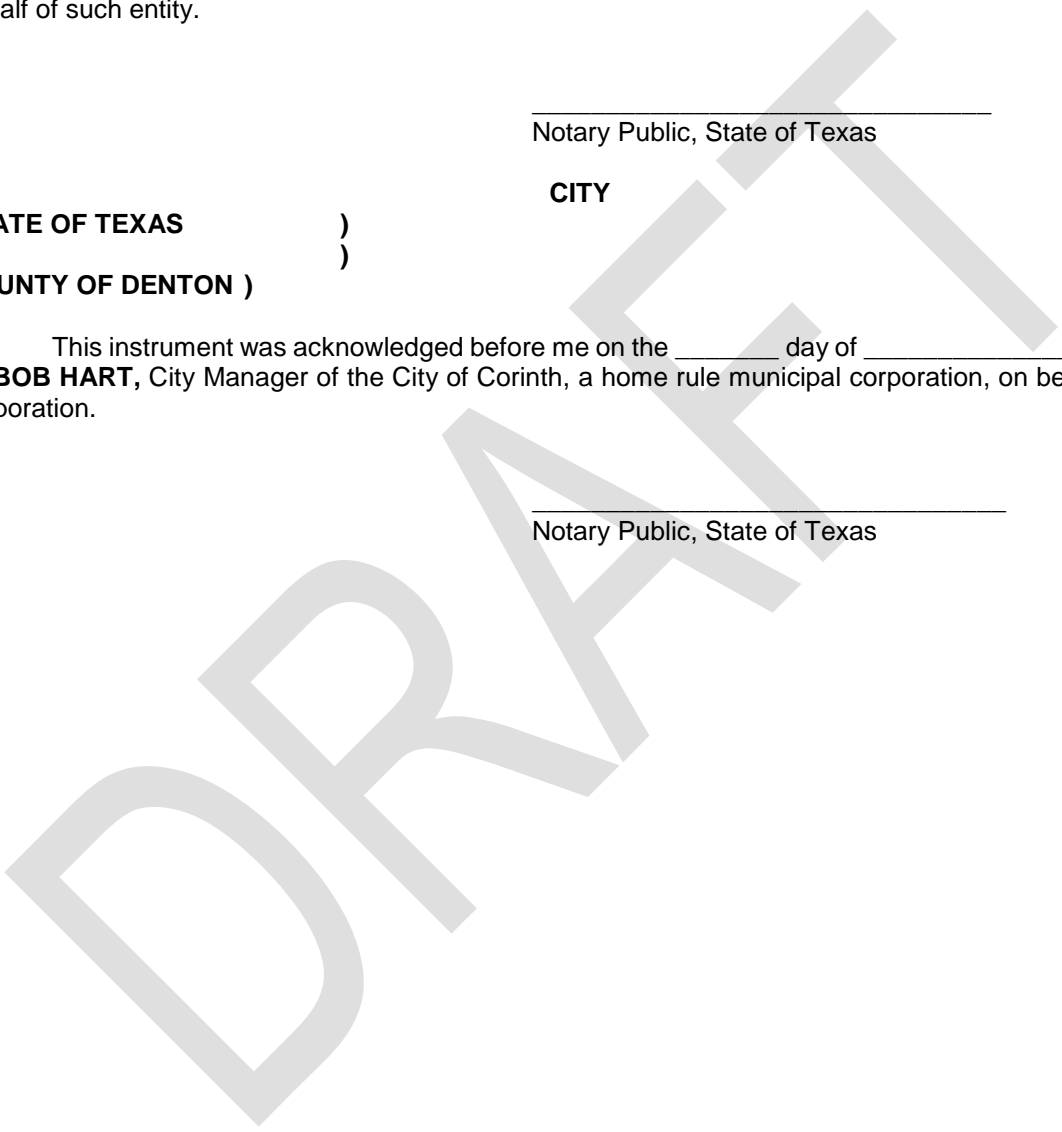


EXHIBIT "A"
SCOPE OF SERVICES

DRAFT

EXHIBIT "B"
PROJECT SCHEDULE

DRAFT

EXHIBIT "C"
FEE SCHEDULE

DRAFT

EXHIBIT "D"
CITY REQUEST FOR STATEMENT OF QUALIFICATIONS FOR
COMPREHENSIVE PLAN UPDATE AND MASTER PARKS/TRAILS PLAN

DRAFT

EXHIBIT "E"
CONSULTANT'S RESPONSE TO CITY SOQ

DRAFT

EXHIBIT "E"
CONSULTANT'S RESPONSE TO CITY SOQ



REQUEST FOR STATEMENT OF QUALIFICATIONS FOR
**COMPREHENSIVE PLAN UPDATE
AND MASTER PARKS/TRAILS PLAN**

SOQ #1123 | APRIL 2019





REQUEST FOR STATEMENT OF QUALIFICATIONS FOR COMPREHENSIVE PLAN UPDATE AND MASTER PARKS/TRAILS PLAN

April 25, 2019

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

Re: Comprehensive Plan Update and Master Parks/Trails Plan

Dear Ms. Troyer and Selection Committee Members:

Corinth is embarking on a new era of development opportunities. With its current focus on a Denton County Transportation Authority (DCTA) station transit-oriented development, completion of Interstate 35 improvements, and realizing a new site for the City Center, the City of Corinth needs to cast a vision for the proposed growth and develop a plan for linkage that will enhance the quality of life of all residents. Corinth needs an updated Comprehensive Plan and Master Parks/Trails Plan that takes these new opportunities and reestablishes goals and principles; develops scenarios for ideal growth in key focus areas; implements park and trail improvements that create trail linkage and connectivity to the City Center, parks, and greenbelts; and identifies implementable actions to help the community move forward with their Comprehensive Plan.

The 2019 Comprehensive Plan and Master Parks/Trails Plan will allow Corinth to develop community-supported strategies to show citizens the results of their recommendations through a clearly defined and comprehensive implementation plan. As you select your partner for the Comprehensive Plan and Master Parks/Trails Plan, please consider the following strengths that separate the Kimley-Horn team:

- **Corinth's Community Vision** — Our multi-disciplinary team of experts brings a distinct understanding of the unique needs of each community in which we work and translates those needs into visionary plans focused on implementing the community's vision.
- **Practical and Coordinated Approach** — Our approach to your project will be tailored to the City's needs and result in a solution that can be implemented. We will use appropriate analysis tools to provide value-add support to the City. Our diverse team has worked with other DFW communities to develop coordinated citywide comprehensive master plans with park and trail master plans. Our experience with this type of approach will provide the City with final documents that are standalone yet coordinated and aligned with community objectives.
- **Planning with Immediate Implementation in Mind** — A successful Comprehensive Plan and Master Parks/Trail Plan becomes a strategy that considers policies to focus on wisely spent investments. Corinth needs a team that can validate critical path issues and has the means to deliver a quick turn-around for continued success.
- **Exceptional Client Service** — The project will provide you with a dedicated team of professionals who are committed to serving you. We will listen and gain a thorough understanding of your needs and expectations. Our objective is to provide unmatched client service.

As your project manager, Brad Lonberger will be your primary point of contact. Please contact him at 817.612.9364 or brad.lonberger@kimley-horn.com if you need additional information or have any questions.

Sincerely,

Kimley-Horn and Associates, Inc.

Brad Lonberger, LEED AP, CNU-A
Project Manager

Kevin Hoppers, P.E., PTOE
Authorized Signer



Company Background

Kimley-Horn has a hard-earned reputation for continually raising the bar, setting the industry standard, and turning our clients into enthusiastic fans. For 52 years, Kimley-Horn has been providing planning and engineering consulting services to clients nationwide. In Texas, Kimley-Horn has over 600 employees in 14 offices that provide community planning services, transportation planning and engineering, utility engineering, and site planning and design. Our planners, urban designers, engineers, and landscape architects develop insightful solutions to deliver practical results that consistently exceed our client’s expectations.

Kimley-Horn has worked with Corinth staff in the past. You have our promise that we will work hard to exceed your expectations by providing responsiveness and technical know-how to this project. We have a niche for working with communities similar in size and situation as Corinth, and we understand how important it is to sustain an authentic, viable culture while meeting the market and fiscal realities that Corinth is encountering.

We believe that the best way to attain a sustainable and livable community is to take action and realize the plan through realistic implementation strategies. Our community planning philosophy integrates planning and design principles with sustainable infrastructure to help build communities with a strong sense of place and a maintainable community implementation strategy.

We understand that successful community planning requires consensus among a variety of stakeholders. Our collaborative and inclusive approach engages the public in the process, educates them on the issues, and invests them in the solution. Our proven process helps you transform ideas into reality.

Company Trade Organizations, Associations, and Affiliations

- American Society of Landscape Architects
- Council of Landscape Architectural Registration Boards
- National Recreation and Park Association
- Texas Recreation and Park Society
- American Institute of Certified Planners
- American Planning Association
- National Society of Professional Engineers

Years in Business Under Present Name

52 years

Office Names and Addresses

Work on this project will be completed out of our Fort Worth and Dallas offices.

- **Fort Worth:** 801 Cherry Street, Unit 11, Suite 1300, Fort Worth, TX 76102
- **Dallas:** 13455 Noel Road, Tower Two, Suite 700, Dallas, TX 75240

Other North Texas offices include:

- **Frisco:** 5750 Genesis Court, Suite 200, Frisco, TX 75034
- **Las Colinas:** 2201 West Royal Lane, Suite 275, Irving, TX 75063
- **McKinney:** 260 East Davis Street, Suite 100, McKinney, TX 75069
- **Celina:** 400 North Oklahoma Drive, Suite 105, Celina, TX 75009

Kimley-Horn has 84 offices nationwide. A complete list of offices with addresses can be provided upon request.

Ownership Structure

Corporation

Names and Titles of Officers

John Atz — Chairman
 Steven Lefton — CEO, President
 Richard Cook — Senior Vice President, Secretary
 Tammy Flanagan — CFO, Vice President
 David McEntee — Vice President, Treasurer, Assistant Secretary

Insurance Requirements

Kimley-Horn can meet the City’s insurance requirements.



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- International Association of Amusement Parks and Attractions
- World Waterpark Association
- American Consulting Engineers Council
- American Institute for Design and Drafting
- American Public Works Association
- American Society of Civil Engineers
- American Water Resources Association
- American Water Works Association
- Association of Energy Engineers
- Institute of Transportation Engineers
- Intelligent Transportation Society of America
- International Council of Shopping Centers
- International Municipal Signal Association
- Parking Consultants Council
- Society of Women Engineers
- Urban Land Institute



Team Qualifications

Firm's Qualifications and Experience

Kimley-Horn and Associates, Inc. was founded in 1967 by transportation planners and traffic engineers in Raleigh, NC. Today, Kimley-Horn is a full-service planning, engineering, and environmental consulting firm with more than 3,400 employees nationwide.

Kimley-Horn's clients have access to a versatile staff of professional planners; landscape architects; civil, transportation, and structural engineers; and environmental scientists. Kimley-Horn has partnered with municipalities across the country to craft growth and development plans that balance economic, environmental, and social values. Our team of planners, urban designers, and engineers excel in facilitating stakeholder engagement and evaluating competing development alternatives. We are committed to multidisciplinary efforts that set high expectations and are focused on implementation.

Our urban designers and transportation planners have varied public-sector experience ranging from corridor plans and downtown development programs to transportation planning and streetscape design. We also have a breadth of private-sector experience that includes design work and delivery of regulatory entitlements for large and small developers. Our multidisciplinary depth of resources means that you will receive unmatched service.

Services and Products Offered

Kimley-Horn was built from a strong small-business foundation, focused on fulfilling clients' needs and responding to those needs as projects progress. Since that founding, Kimley-Horn has built a staff of more than 3,400 who serve a wide range of clients across many disciplines from more than 84 offices nationwide. Working as a coordinated team, we develop workable, constructible designs within project objectives and budgets. Kimley-Horn is able to bring you the resources of a large national firm combined with the understanding of a small local organization.

Kimley-Horn offers the following representative services:

- Traffic engineering
- Traffic operations studies and design
- Pedestrian safety / school zones
- Signal warrant analysis
- Signal system studies and design
- Traffic impact analysis
- Parking, access, and circulation
- Site analysis / development engineering
- Land use planning
- Landscape architecture
- Sustainable, green design
- LEED accreditation and design
- Platting and separate-easement preparation
- Boundary / topographic surveys
- Environmental studies
- Construction staking
- Cost opinion preparation
- Permitting
- Floodplain reclamation
- Roadway and bridge design
- Water / wastewater treatment and collection systems
- Construction administration / observation
- Paving and drainage
- Utilities design / relocation
- Storm water management
- Geographic information systems (GIS)



Brad Lonberger will lead this project for Corinth.

Project Team Resumes



Brad Lonberger, LEED AP, CNU-A **Project Manager | Community Input and Visioning | Plan and Policy Review | Economic and Innovative Financing Review | Future Small Area Plans | DCTA Transit Station Integration | Zoning/Subdivision Ordinance Evaluation | Adoption**

Professional Credentials

- Bachelor of Architecture, University of Miami
- Master of Architecture, Suburb and Town Design (Urban Design/Planning), University of Miami
- Congress for the New Urbanism, CNU Accredited
- LEED Accredited Professional, US Green Building Council
- American Planning Association, AICP Candidate
- NCARB, Registered Architect Candidate
- Leadership Fort Worth, 2016 Class

Brad is a seasoned urban designer specializing in Downtown revitalization, placemaking, corridor redevelopment, and context-sensitive design approaches. Brad believes there is an inextricable link between market feasibility, fiscal impact, transportation, and development where the design of places, how they respond to the market, and how public and private development come together to create the positive externalities that we desire in our communities. His focus on development and its economic impact will focus critical decisions on design implications to real-world fiscal impacts and return on investment.

Brad joined Kimley-Horn to work directly on strategy-specific projects requiring out-of-the-box thinking to support walkable and mixed-use communities.

Relevant Experience

- Comprehensive Plan and Form-Based Zoning, Sachse, TX*
- Comprehensive Strategic Plan and Zoning, Schertz, TX*
- JumpStart Sustainable Communities Grant, Central Arkansas*
- Durham-Orange Light Rail Transit Design and Value Capture Plan, Durham and Orange, NC*
- Trinity Lakes Master Plan and Form-Based Code, Fort Worth, TX*
- Downtown Master Plan and Development Code, Bastrop, TX*
- Central Avenue BRT Redesign and Context-Sensitive Analysis, Albuquerque, NM*
- Volcano Heights Development Code and Strategic Plan, Albuquerque, NM*
- Main Street Design and Return on Investment Analysis, Fargo, ND*
- El Paso Avenue Implementation Plan, Arkansas Tech University, Russellville, AR*
- Fort Worth High-Speed Rail Station Area Analysis Initiative, Fort Worth, TX*
- Main Street Livable Centers Plan, League City, TX*
- Downtown Rogers Master Plan and Form-Based Code, Rogers, AR*
- Coast Highway Strategic Plan and Form Based Code, Oceanside, CA*

**Project completed prior to joining Kimley-Horn.*



Mark Bowers, PLA, AICP, LEED AP
QC/QA | Zoning/Subdivision Ordinance Evaluation

Mark brings 30 years of urban design and landscape architectural experience and has extensive experience in the project management and planning of comprehensive plans, corridor plans, downtown plans, area plans, zoning ordinances, streetscape projects, neighborhood park projects, trails projects, comprehensive parks and open space plans, campus master plans, transportation enhancement projects, and transit projects. His extensive background and skill set is sought after by clients, and his portfolio of work includes numerous repeat clients.

Professional Credentials

- Master of Landscape Architecture, University of Colorado at Denver
- Bachelor of Science, Landscape Architecture, University of Texas at Arlington
- Professional Landscape Architect in Texas (#1586)
- Registered AICP (#110145)
- LEED Accredited Professional
- American Planning Association, Member
- American Society of Landscape Architects, Member

Relevant Experience

- Weatherford General Plan, Weatherford, TX
- Princeton Comprehensive Plan Update, Princeton, TX
- Kerrville2050 Comprehensive Plan, Kerrville, TX
- OneMcKinney 2040 Comprehensive Plan, McKinney, TX
- Lewisville Zoning and Subdivision Ordinance Overhaul, Lewisville, TX
- Kerrville Zoning and Subdivision Ordinance Updates, Kerrville, TX
- Old Town Prosper Architectural Standards, Prosper, TX
- Bulverde Land Use Plan, Official Zoning Map and Citywide Zoning Ordinance, Bulverde, TX
- Frisco Comprehensive Plan Update, Frisco, TX
- Lancaster Comprehensive Plan Update, Lancaster, TX
- Dacono Comprehensive Plan, Dacono, CO
- Realize Rowlett 2020 Comprehensive Plan, Rowlett, TX*
- Realize Rowlett 2020 Form Based Code and Standards, Rowlett, TX*
- Rowlett Comprehensive Plan 1996, Rowlett, TX*
- Rowlett Zoning Ordinance 1996, Rowlett, TX*
- Coppell Comprehensive Plan, Coppell, TX*
- Bellaire Comprehensive Plan, Bellaire, TX*
- Flower Mound Comprehensive Plan, Flower Mound, TX*
- College Station Comprehensive Plan, College Station, TX*
- Canyon Comprehensive Plan, Canyon, TX*
- Denton Comprehensive Plan, Denton, TX*
- McKinney Comprehensive Master Plan, McKinney, TX*
- Trinity River Comprehensive Land Use and Implementation Plan, Dallas, TX*
- Mesquite Downtown Infrastructure Plan, Mesquite, TX
- Lewisville Small Area Plans, Lewisville, TX
- Addison Special Area Study – Sam’s Club Site, Addison, TX
- Addison Special Area Study – Addison Circle, Addison, TX
- Richardson DART Cotton Belt Enhancement Study, Richardson, TX
- Garland Downtown Streets / Urban Design, Garland, TX
- Richardson Galatyn Plaza Redesign, Richardson, TX

**Project completed prior to joining Kimley-Horn.*



Ignacio Mejia, LEED AP

Plan and Policy Review | Community Profile | Future Small Area Plans | DCTA Transit Station Integration | Future Land Use

Ignacio’s work experience supports a variety of urban design and landscape architectural assignments. Over the last eight years, he has provided large-scale master planning, land use planning, park planning and design and detailed design of streetscape projects for communities throughout Texas. In addition to being a talented planner and designer, Ignacio is proficient in GIS, Adobe Suite, Revit, Sketch-Up, which is especially valuable in the public process.

Professional Credentials

- Bachelor of Landscape Architecture, Oklahoma State University
- Bachelor of Landscape Contracting, Oklahoma State University
- LEED Accredited Professional
- American Society of Landscape Architects, Member

Relevant Experience

- Kerrville 2050 Comprehensive Plan, Kerrville, TX
- OneMcKinney 2040 Comprehensive Plan, McKinney, TX
- Weatherford General Plan, Weatherford, TX
- Old Town Keller East Enhancement, Keller, TX
- Mesquite Downtown Urban Design Plan and CIP, Mesquite, TX
- Lewisville Small Area Plans, Lewisville, TX
- Addison Special Area Study – Addison Circle, Addison, TX
- Garland Downtown Streets / Urban Design, Garland, TX
- Richardson Galatyn Plaza Redesign, Richardson, TX
- Prosper Old Town Area Assessment, Prosper, TX
- Northwest Highway and Preston Road Area Plan, Dallas, TX
- Lyons Small Area Planning, Lyons, CO
- Downtown Bulverde Village Vision Plan, Bulverde, TX
- Main Street / Central Corridor, Richardson, TX
 - Revitalization Strategy*
 - Rezoning Initiative (Phases 2 and 3)
 - Main Street CIP
- The Village at Carillon Mixed-Use, Southlake, TX
- Addison Special Area Study – Addison Circle, Addison, TX
- Centerville Marketplace Reinvestment Strategy, Garland, TX*
- New York Avenue Corridor Strategy, Arlington, TX*
- West Spring Valley Corridor Reinvestment Strategy, Richardson, TX*
- West Spring Valley Corridor Design Guidelines and Code, Richardson, TX*
- Garland Road Vision Study, Dallas, TX*
- Fort Worth 3rd Street, Fort Worth, TX*
- Upper Kirby Streetscape, Houston, TX*
- Fort Worth Urban Villages, Fort Worth, TX*
- Omni Hotel Streetscape, Fort Worth, TX*
- Hemphill Streetscape, Fort Worth, TX*

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John Fielder, PLA **Parks and Trails**

Professional Credentials

- Bachelor of Landscape Architecture, Texas A&M University
- Professional Landscape Architect in Texas (#2344) and Louisiana
- American Society of Landscape Architects, Member

John's focus is landscape architecture design and park planning, and he has served numerous municipalities throughout Texas for over 15 years. His project experience includes park design, trails, recreation facilities, streetscapes, and site development. He has well-developed written, graphic, and oral presentation skills. He has produced written correspondence with clients, negotiated various issues with clients and city officials, and has produced graphic presentations using hand and computer rendering techniques. John's role as project landscape architect will include continuous coordination with the QA/QC reviewer and the design team to keep the project on schedule, drive the conceptual landscape design and work to quickly gain design consensus, and transition the project from the planning phase into design development and construction document phases. His current experience in streetscapes include high-end landscape and monument design, as well as streetscapes with reduced budgets. John strives to combine sustainable principles, design experience, and local site knowledge to create impactful and manageable landscapes.

Relevant Experience

- Princeton Parks and Trail Master Plan, Princeton, TX
- Lake Worth Parks Master Plan and Park Concepts, Lake Worth, TX
- Marine Creek Boardwalks and Trail Connections, Fort Worth, TX
- Rosemont Park and McLeland Tennis Center, Fort Worth, TX
- Riverside Park Schematic Design, Fort Worth, TX
- Briercliff Neighborhood Park, Denton, TX
- Skate Park System Master Plan and Burl Wilkes Park Improvements, Arlington, TX
- Heritage Skate Park, Flower Mound, TX
- Lake Ridge Parkway Hike and Bike Trail, Cedar Hill, TX
- Bailey Lake Park Master Plan, Burleson, TX
- Bedford Boys Ranch Park, Bedford, TX
- Little Elm Park, Little Elm, TX
- Camp Bowie Sports Complex, Brownwood, TX
- Parks Erosion Control Conceptual Planning, Plano, TX
- Children's Medical Center Trail Connection Master Plan, Plano, TX
- Aquatic Facilities Master Plan, Baytown, TX
- Wagon Wheel Tennis Center Master Plan and Expansion, Coppell, TX
- Eden Road Park, Arlington, TX
- Burl Wilkes Park Improvements, Arlington, TX
- Legacy Trail Extension and Pedestrian Bridge, Plano, TX
- Highway 10 Green Ribbon Landscape Improvements, Hurst, TX
- Pleasant Run Road Trail and Streetscapes, Cedar Hill, TX
- Fairview Parkway Trail and Streetscape, Fairview, TX
- Lake Worth Sports Complex Master Plan, Lake Worth, TX
- Grand Lake Park, Lake Worth, TX



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Katherine Utecht, PLA, L.I. **Parks and Trails**

Professional Credentials

- Bachelor, Landscape Architecture, Texas A&M University
- Licensed Irrigator in Texas (#0021532)
- Professional Landscape Architect in Texas (#3318)
- American Society of Landscape Architects, Member

Katherine has more than six years of experience in landscape architecture design, park planning, and irrigation design services on several municipalities and private developments. Her project experience includes municipal projects including park design, trail design, master plan documentation, public meetings and council meetings, construction administration, coordination with multiple entities, mixed-use development, healthcare, commercial properties, roadway / streetscape, and industrial properties. Katherine helps coordinate the production team, ensure deliverables are submitted on schedule, and transition the project from the planning phase / schematic phase into construction documentation. Katherine strives to implement sustainable landscape architecture practices alongside water efficient irrigation designs creating impactful and manageable landscapes.

Relevant Experience

- Lake Worth Parks Master Plan and Park Concepts, Lake Worth, TX
- Riverside Park, Fort Worth, TX
- Willow Creek Park Pavilions, Saginaw, TX
- Princeton Parks and Trail Master Plan, Princeton, TX
- Jack Carter Park Concept Development, Plano, TX
- Legacy Trail, Plano, TX
- Texas A&M University Coke Street Plaza, College Station, TX
- Gainesville Farmers Market, Gainesville, TX
- Eden Road Park, Arlington, TX
- Rosemont Park, Fort Worth, TX
- McLeland Tennis Center, Fort Worth, TX
- Garland Median Project, Garland, TX
- Renfro Street, Burleson, TX
- FM 2181 and FM 2499, Corinth, TX
- SH 10 Landscape Enhancements (Phase I, Phase II, Phase III, Phase IV), Hurst, TX
- Bailey Boswell Road (Phase I, Phase II), Saginaw, TX
- Heritage Trace Roundabout, Fort Worth, TX



Professional Credentials

- Master of Public Affairs, Public Administration, University of Texas
- Bachelor of Arts, Political Science, University of Texas at San Antonio

Danny Khalil

Community Input and Visioning

Danny is an analyst with Kimley-Horn’s planning team in Dallas, supporting a wide-array of projects with municipalities and other government entities. Before joining Kimley-Horn, he was a policy analyst and urban planner for a public-private partnership in San Antonio, where he served as a member of the downtown regional center planning team. He is proficient in the use of geographic information systems, graphic design software, commercial real estate analytics, and Census and Esri data products, augmenting the team with his background in urban development and data analysis.

Relevant Experience

- Kerrville 2050 Comprehensive Plan, Kerrville, TX
- McKinney Comprehensive Plan, McKinney, TX
- Fort Worth Active Transportation Plan, Fort Worth, TX
- US 75 Corridor Lighting, Dallas-Fort Worth, TX
- TxDOT Pedestrian Access Inventory, Fort Worth, TX
- Pedestrian Access Inventory, Flower Mound, TX
- Zoning and Subdivision Ordinance Updates, Lewisville, TX
- Thoroughfare Master Plan, Odessa, TX
- I-20 Traffic Studies, Odessa, TX
- Old Town Planning Studies, Prosper, TX
- Downtown Vision Plan, Princeton, TX
- Kerrville Zoning Code Review Project, Kerrville, TX
- Addison Circle Special Area Plan, Addison, TX
- Fort Worth Active Transportation Plan, Fort Worth, TX
- Downtown Infrastructure Plan, Mesquite, TX
- South Padre Island Comprehensive Plan, South Padre Island, TX
- Princeton Comprehensive Plan Update, Princeton, TX
- Downtown Princeton Vision Plan, Princeton, TX
- SA Tomorrow Downtown Regional Center Plan, San Antonio, TX*
- Downtown Business Retention and Recruitment Plan, San Antonio, TX*
- Houston Street Placemaking Plan, Houston, TX*
- 2016 Centro San Antonio Annual Report, San Antonio, TX*
- Mesquite Downtown Infrastructure Plan, Mesquite, TX
- Addison Circle Special Area Plans, Addison, TX
- Houston Street Retail Strategy, San Antonio, TX*
- Houston Street Placemaking Plan, San Antonio, TX*

** Project completed prior to joining Kimley-Horn.*



Professional Credentials

- Master of Public Administration, University of Texas at Arlington
- Master of Science, Traffic Engineering, Texas A&M University
- Bachelor of Science, Civil Engineering, Texas A&M University
- Professional Engineer in Texas (#102469)
- Professional Transportation Planner (#444)
- American Institute of Certified Planners (#263775)

Jeff Whitacre, P.E., AICP, PTP **Future Transportation Trends**

Jeff has 14 years of project experience with traffic operations analysis, master thoroughfare planning, bicycle master plans and infrastructure designs, signal design and warrant studies, and other transportation studies. Jeff's passion is to move game-changing transportation projects from a creative vision to reality. Jeff is unique in that he is extremely talented at both developing innovative plans and then leading their design and implementation. He focuses on creating alignments that consider natural, man-made, and fiscal constraints. These evaluations include developing "right-sized" transportation plans and prioritizing transportation projects to allow the biggest impact for the dollars spent.

Relevant Experience

- ONEMcKinney 2040 Comprehensive Plan, McKinney, TX
- South Padre Island Comprehensive Plan, South Padre Island, TX
- Kerrville 2050 Comprehensive Plan, Kerrville, TX
- Frisco Comprehensive Plan, Frisco, TX
- Fort Worth Active Transportation Plan, Fort Worth, TX
- Forest Hill Comprehensive Plan, Forest Hill, TX
- College Station Comprehensive Plan Update, College Station, TX
- Lubbock Master Thoroughfare Plan Update, Lubbock, TX
- Lancaster Master Thoroughfare Plan, Lancaster, TX
- Sherman-Denison MPO 2040 Metropolitan Transportation Plan Update, Sherman-Denison, TX
- Austin Strategic Mobility Plan, Austin, TX
- Austin Street Design Guide, Austin, TX
- Denton Mobility Plan, Denton, TX
- Burleson Mobility Plan, Burleson, TX
- Missouri City Bicycle and Pedestrian Mobility Plan, Missouri City, TX
- Wise County Master Thoroughfare Plan, Wise County, TX
- Mansfield Master Thoroughfare Plan, Mansfield, TX
- McKinney Impact Fees, McKinney, TX
- Strategic Transportation Plan, 2015 Bond Prioritization, College Station, TX
- Fort Worth Downtown Bike Plan Implementation, Fort Worth, TX
- Seguin Master Thoroughfare Plan, Seguin, TX
- Rock Prairie Road at SH 6 Corridor Transportation Plan, College Station, TX



Drew Brawner, AICP
Future Transportation Trends

Drew’s project experience includes data collection, analysis, public involvement and implementation strategies for a variety of land use and transportation planning studies. His project types include pedestrian and bicycle mobility plans, comprehensive plans, land use / redevelopment plans, corridor studies, master thoroughfare plans, and transportation modeling. Drew graduated from the University of Texas at Arlington’s Master of City and Regional Planning program and provides technical proficiency in ArcGIS spatial analysis and various visualization software tools.

Professional Credentials

- Master of City and Regional Planning, University of Texas at Arlington
- Bachelor of Arts, Geography, University of Texas
- American Institute of Certified Planners (#027075)
- American Planning Association, Director-Elect, North Central Section of Texas APA

Relevant Experience

- Seguin Master Transportation Plan, Seguin, TX
- Seguin Thoroughfare Plan, Seguin, TX
- Kerrville2050 Comprehensive Plan, Kerrville, TX
- Frisco Comprehensive Plan Update, Frisco, TX
- Irving Comprehensive Plan, Irving, TX
- OneMcKinney 2040 Comprehensive Plan, McKinney, TX
- Princeton Comprehensive Plan Update, Princeton, TX
- South Padre Island Comprehensive Plan, South Padre Island, TX
- Albuquerque Comprehensive Plan, Albuquerque, TX
- Farmersville Comprehensive Plan, Farmersville, TX
- Addison Transportation Plan Update, Addison, TX
- Arlington Thoroughfare Development Plan Update, Arlington, TX
- Burleson Master Mobility / Bike Plan Update, Burleson, TX
- Dallas Complete Streets, Dallas, TX
- Dallas County Thoroughfare Plan, Dallas County, TX
- Garland Thoroughfare Plan, Garland, TX
- Fort Worth Active Transportation Plan, Fort Worth, TX
- College Station Thoroughfare Plan Update, College Station, TX
- San Antonio Multi-Modal Transportation Plan
- Mansfield On-Street Bike Plan, Mansfield, TX



Professional Credentials

- Bachelor of Science, Civil Engineering, Texas Tech University
- Professional Engineer in Texas (#95876)
- Water Environment Federation, Member

Anthony Samarripas, P.E.

Infrastructure Development

Anthony has 17 years of experience in the engineering of water transmission, distribution, and storage systems. A large majority of the services he provides are for municipal clients, water districts, and other public-serving entities, and he has worked on projects for private clients who are developing subdivisions. His experience includes the design of new storage tanks, transmission lines, and pump stations, as well as rehabilitation work on some older tanks. Anthony's responsibilities often include construction contract administration of these kinds of water projects, so he has seen numerous facilities being built, and he is proficient in several programs typically used in water transmission / distribution / storage projects: WaterCAD, SewerCAD, and ArcView for GIS. As a result of this experience, he is thoroughly familiar with the specialized issues that arise during construction of such a project. He has also served as a liaison between municipalities and project stakeholders during the public involvement stages of several projects, so he has a strong working knowledge of how to involve and work with the public.

Relevant Experience

- University Estates 8-Inch Water Line Rehabilitation, Plano, TX
- Cummings Drive 24-Inch Transmission Main, Bedford, TX
- Stacy Road 42-Inch and 24-Inch Water Line Relocations, Allen, TX
- Highway 377 20-Inch Water Line, Denton, TX
- Wylie-Rockwall-Farmersville 36- and 48-Inch Water Line Replacement, Wylie, TX
- NTMWD 20-Inch Water Line Assessment, Kaufman, TX
- Flower Mound Stone Hill Transmission Line Improvements, 30-, 24-, 20- and 16-Inch, Flower Mound, TX
- Morriss Road 20-Inch Water Line, Flower Mound, TX
- Western 2.5 MG Elevated Storage Tank, Flower Mound, TX
- Trinity Falls 3.0 MG Elevated Storage Tank, McKinney, TX
- South 1.0 MG Elevated Storage Tank, Fate, TX
- NTMWD Virginia Parkway 7.0 MG Ground Storage Tank, McKinney, TX
- Big Town 2.0 MG Elevated Tank Rehabilitation, Mesquite, TX
- Lake Sharon Ground Storage Tank Design, Corinth, TX
- Pintail 3.0 MG Ground Storage Tank, Flower Mound, TX
- Wichita Trail Lift Station and Force Main Evaluation, Flower Mound, TX
- Oak Street 30-Inch Force Main, Flower Mound, TX
- Lakeside Lift Station and Force Main, Flower Mound, TX
- Town of Lakewood Village Water Impact Fees, Lakewood Village, TX
- City of Garland Impact Fee, Garland, TX



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Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Texas (#94899) and Florida
- Certified Floodplain Manager in Texas (#1160-07N)
- LEED Accredited Professional
- Texas Floodplain Management Association, Member

Steve Galloway, P.E., CFM, LEED AP Infrastructure Development

Steve has more than 18 years of experience in water resource projects, including stormwater fee analysis, storm drainage and detention design, and drainage master planning. His experience ranges from projects of less than an acre to hydrology studies and plans involving watershed areas over 120,000 acres. He performs these services for a mix of public and private-sector clients, and his experience includes a variety of project types from municipal masterplans, drainage utilities, and impact fees, to site-specific drainage improvements for individual properties. Steve has a strong working knowledge of the FEMA process, as well as working with municipal and state regulatory processes. He has prepared drainage funding mechanisms for Cities of less than 10,000 residents to more than two million residents.

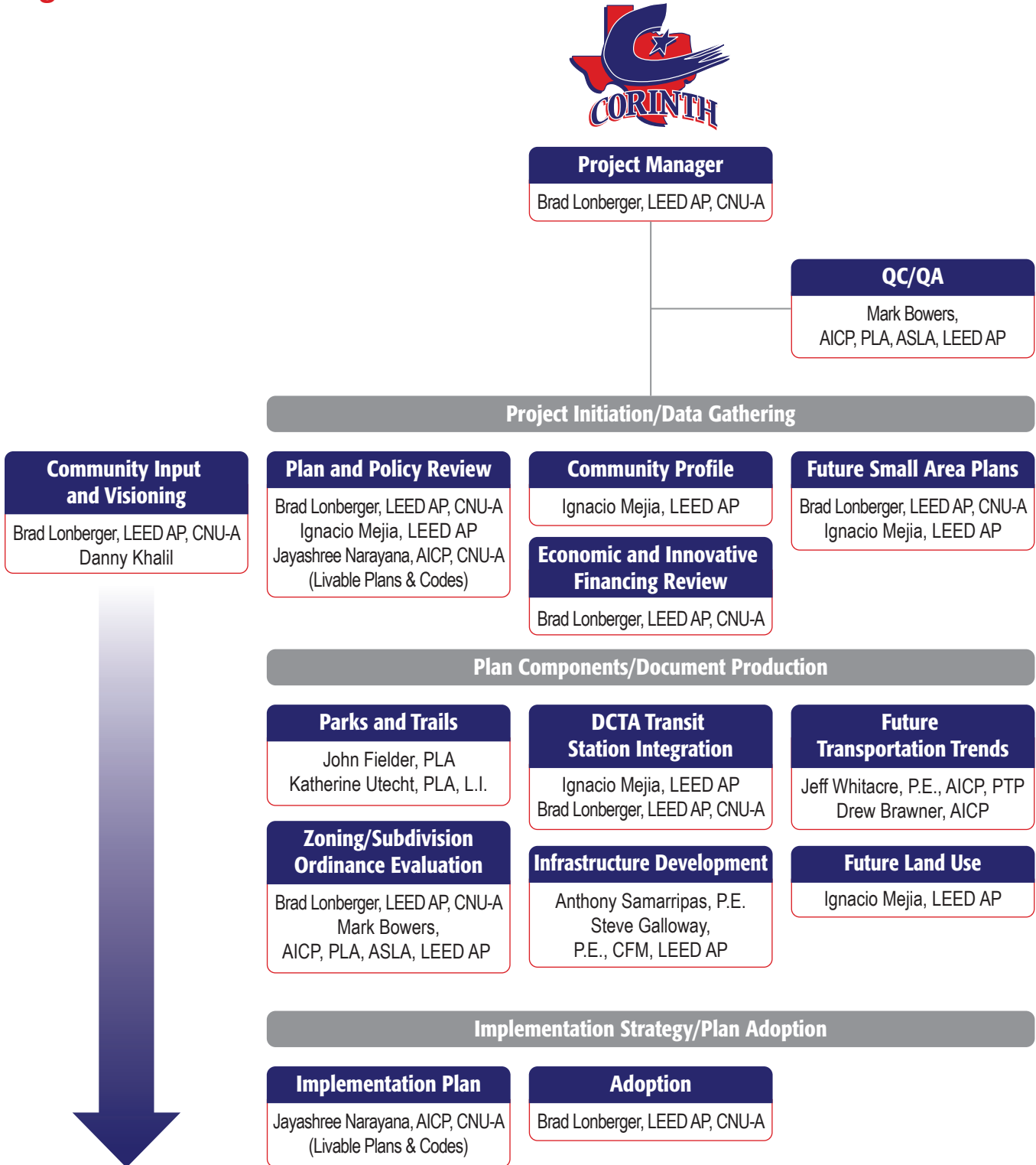
Relevant Experience

- Princeton Master Drainage Plan, Princeton, TX
- Drainage Utility Fee, Princeton, TX
- Collin County Regional Airport Master Drainage Plan and CLOMR, McKinney, TX
- Denton Municipal Airport Master Drainage Plan, Denton, TX
- Engineering Design Standards, Frisco, TX
- Drainage Study Review, Multiple Jurisdictions, TX
- Jeans Creek LOMR, McKinney, TX
- White Rock Creek Master Drainage Plan, Frisco, TX
- Panther Creek Master Drainage Plan, Frisco, TX
- San Antonio Stormwater Utility Fee Comprehensive Study, San Antonio, TX
- Kingsville Master Drainage Plan, Kingsville, TX
- Stormwater Impact Fee Development, Houston, TX
- Office Creek Drainage Impact Fee, The Colony, TX
- Inland Port Way and Regional Detention Pond D-5, Dallas, TX
- Vial Lake Dam Rehabilitation, Frisco, TX



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Organizational Chart





Additional Team Members



Professional Credentials

- Master of Business Administration, Real Estate Finance and Development, University of Texas at Arlington
- Master of Urban and Regional Planning, Virginia Polytechnic Institute and State University
- Bachelor of Architecture, Bangalore University, India
- Form-Based Codes Institute, Resource Council Member
- Congress for the New Urbanism, Accredited
- American Institute of Certified Planners
- American Planning Association, Texas Chapter, Member

Jayashree Narayana, AICP, CNU-A Plan and Policy Review | Implementation Plan

Jayashree’s planning and coding work is based on a firm understanding of real estate market fundamentals that ensures that plans are implementable. As a principal of Livable Plans & Codes and as a member of other planning teams over the last nine years, Jayashree has led the development of several comprehensive plans, master plans, and form-based codes including the Aubrey Comprehensive Plan, Downtown Aubrey Master Plan, Colleyville Comprehensive Plan, Ennis Comprehensive Plan, McKinney Town Center Code, SH 190 Corridor in Garland, North Richland Hills TOD Plan and Code, and the Oak Street Corridor in Roanoke.

Relevant Experience

- Downtown Plan and Implementation Initiative, Grand Prairie, TX
- Lake Bardwell Master Plan, Ennis, TX
- Unified Development Code, Ennis, TX
- Subdivision and Zoning Ordinance Update, Cleburne, TX
- IH-35E Overlay District, Lewisville, TX
- Comprehensive Plan and Downtown Plan, Terrell, TX
- Sustainable Neighborhoods Plan, Hurst, TX
- On-Call Planning Support, Kennedale, TX
- On-Call Planning Support, Sansom Park, TX
- Unified Development Code, Fate, TX
- Zoning Ordinance Update, Haslet, TX
- Comprehensive Plan Update, Sachse, TX
- SmartCode Update, Hutto, TX
- Comprehensive Plan Update, Ennis, TX
- Comprehensive Plan Update, Colleyville, TX
- Manchaca Corridor Plan and Guadalupe Corridor Plan, Austin, TX
- State Highway 5 Corridor Plan, McKinney, TX
- Comprehensive Plan and Downtown Plan, Aubrey, TX
- Form-Based Code, Argyle, TX
- Downtown Bastrop Form-Based Code, Bastrop, TX
- Form-Based Code, Garland, TX
- Bedford Commons Development Code, Bedford, TX
- CityLine East Form-Based Code, Richardson, TX

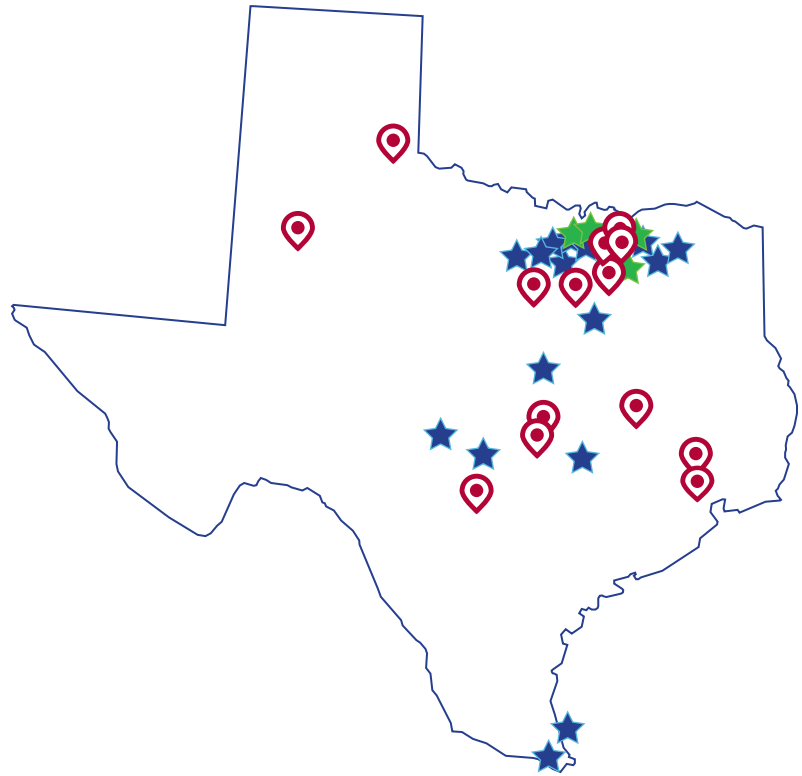


Project Experience

Kimley-Horn is well-known for our experience in developing comprehensive plans and park and trail master plans throughout the country. Our grassroots approach empowers the community, and our ability to memorialize your vision within a Comprehensive Plan that does not overburden the local government positions your staff well for implementation.

The comprehensive planning services Kimley-Horn offers include both public and private consultation. Our planning staff has a wide range of experience with comprehensive plans, park master plans, trail master plans, land development controls and design standards, and master planning for various public clients involving far-reaching municipal issues. Our knowledge of critical planning elements — such as public participation, community visioning, regulatory and policy planning, entitlements, comprehensive plans, land use scenario planning, implementation strategies, cultural and natural resources, and intergovernmental coordination — indicates that our work is truly comprehensive in scope. Kimley-Horn’s staff has developed numerous comprehensive plans, park and trail master plans, zoning ordinances, subdivision regulations, overlay districts, and planned unit development agreements. Moreover, we thoroughly understand the consensus-building and approval process and can take a lead role in guiding you through the process.

The multi-disciplinary team Kimley-Horn is bringing to the City of Corinth for your Comprehensive Plan Update and Master Parks/ Trails Plan has a highly successful track record of developing visions and implementation strategies for multiple communities in the form of Comprehensive Plans, Area Plans, and Corridor Revitalization Strategies. Through multiple years



★ Kimley-Horn Comprehensive Plans in Texas

- Weatherford General Plan – Weatherford, TX
- Realize Rowlett 2020 – Rowlett, TX
- Kerville2050 Comprehensive Plan – Kerville, TX
- Princeton Comprehensive Plan – Princeton, TX
- South Padre Island Comprehensive Plan – South Padre Island, TX
- ONEMcKinney 2040 Comprehensive Plan – McKinney, TX
- Frisco Comprehensive Plan – Frisco, TX
- Brownsville Comprehensive Plan – Brownsville, TX
- College Station Comprehensive Plan Update – College Station, TX
- Denton Mobility Plan – Denton, TX
- Bulverde Land Use Plan and City-Wide Rezoning – Bulverde, TX
- Farmersville Comprehensive Plan – Farmersville, TX
- Lancaster Comprehensive Plan – Lancaster, TX
- Plano Comprehensive Transportation Plan – Plano, TX
- Saginaw Comprehensive Master Planning – Saginaw, TX

★ Kimley-Horn Parks/Trails Plans in Texas

- Lake Worth Parks Master Plan – Lake Worth, TX
- Saginaw Parks Master Plan – Saginaw, TX
- Princeton Parks and Trails Master Plan – Princeton, TX
- Balch Springs Parks Master Plan – Balch Springs, TX

📍 Kimley-Horn Texas Locations

- Austin | Austin South | Celina | Childress | College Station | Dallas
- Fort Worth | Frisco | Houston | Las Colinas | Lubbock
- McKinney | San Antonio | The Woodlands



REQUEST FOR STATEMENT OF QUALIFICATIONS FOR **COMPREHENSIVE PLAN UPDATE AND MASTER PARKS/TRAILS PLAN**

of collaboration, our team members have refined an approach and philosophy that can be directly attributed to our project successes.

Jayashree Narayana with **Livable Plans & Codes** has worked directly with Kimley-Horn and Brad Lonberger on other Comprehensive Plans and Master Parks/Trails Plans in the past. She will have a significant support role throughout the initiative.

Additional details about recent projects are included in the following pages.

Plan Sachse Comprehensive Plan and Zoning Ordinance Updates — Sachse, TX*

Brad Lonberger served as principal urban designer on the comprehensive plan. He also served as quality control, review, and coordinator for the zoning ordinance update for the City of Sachse.

Plan Sachse introduced an innovative approach to comprehensive planning, focusing on small area plans to guide the remaining developable areas in town toward various options for future development. Each option led to a fiscal impact analysis that assessed the economic implications of the development scenario. The level of impact and supporting data was presented to the City to help with decision-making as the last remaining developable sites were selected for development.



Extensive public engagement focused on the role and character of the catalytic nature of the development sites. Utilizing a variety of digital engagement platforms, Plan Sachse engaged more than 1,500 community members and developers. The build-out potential for the areas was analyzed through a fiscal impact model, providing a projections of the City's future budget impacts and the resulting return-on-investment in terms of tax base over time. This understanding of development options and their impact provided a dynamic policy platform, resulting in strong community support and adoption.

Post-adoption services included new zoning districts, based on tested form-based structures developed by Brad Lonberger and unique to each future area plan. To implement the vision of Plan Sachse, two districts were created for the area near President George Bush Turnpike and an Old Town special area within the plan. These districts encouraged mixed-use, infill, and walkable development patterns.

Timeline: Comprehensive Plan: May 2016 – March 2017; Zoning: May 2017 – December 2017

Total cost: Comprehensive Plan: \$400,000; Zoning: \$75,000 (approved and actual budget)

Example of how we worked to ensure value: The engagement process was uniquely crafted to ensure ultimate participation by over 1,500 survey participants and several meetings. This provided a sound Council opinion for approval and assured the staff that the plan met the expectations of the community.

Contact: Dusty McAfee, Former Development Director | 972.382.4885 | dmcafee@celina-tx.gov

**This project was completed prior to Brad Lonberger joining Kimley-Horn.*



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Weatherford General Plan — Weatherford, TX

The City of Weatherford is a North Texas community with a population of 25,000. The County Seat of Parker County, the community has traditionally functioned as the business center and a center of commerce serving the County. While the community continues to celebrate its western heritage and rural lifestyle, it is quickly becoming attractive for new suburban growth due to its proximity to Fort Worth.

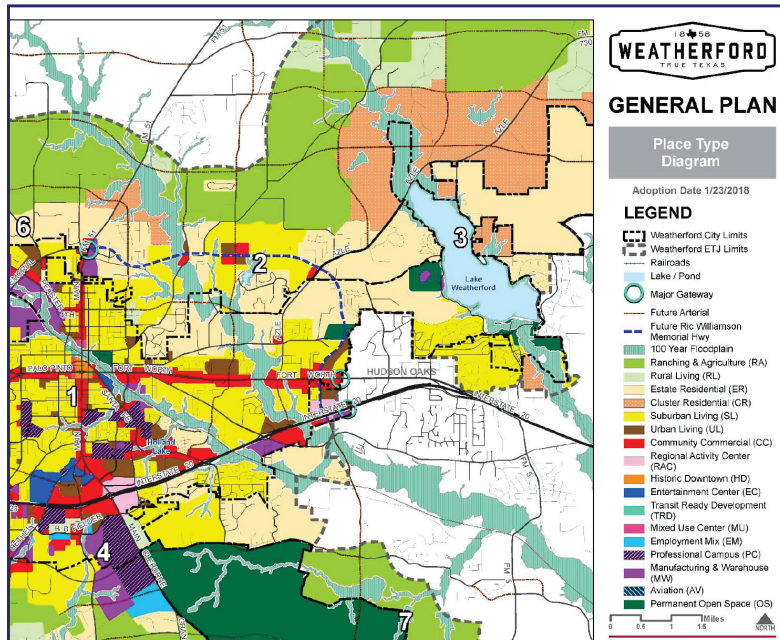
Winner, 2018 Comprehensive Planning Award, City of Weatherford General Plan, Texas Chapter APA

In September 2015, a team of consultants consisting of Strategic Community Solutions and Kimley-Horn and Associates was engaged by the City to work with the citizens of Weatherford in establishing consensus on a future vision for the community. To establish the vision, the consultant team led multiple community open houses in April of 2016, developed a community

survey, and participated in one on one and small group interviews to solicit ideas for the future vision.

The team also solicited ideas through popup meetings at existing community events such as the Weatherford Peach Festival and Bankhead Highway Celebration.

Based upon ideas expressed by the community, the consultant team established multiple scenarios for future growth in Weatherford. The scenarios evaluated the results of decisions related to several topics, including a business as usual scenario that identified implications of continuing current trends, alternative development futures for the Downtown area, the implications of strip commercial or nodal mixed-use development along the future outer loop, and alternative approaches for development of rural properties in the extra-territorial jurisdiction (ETJ), including a suburban growth pattern, cluster development, and preservation of agricultural land. For each scenario, the team identified several measures related to the implications of each scenario, and the ability for each scenario to provide the desired quality of life for the residents of Weatherford. The final step in the process was to engage the community in evaluating the scenarios and develop a preferred scenario based upon that feedback.





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The General Plan was adopted by the Weatherford City Council in February 2018.

Timeline: September 2015 – January 2018

Total cost: \$126,000 (approved and actual budget)

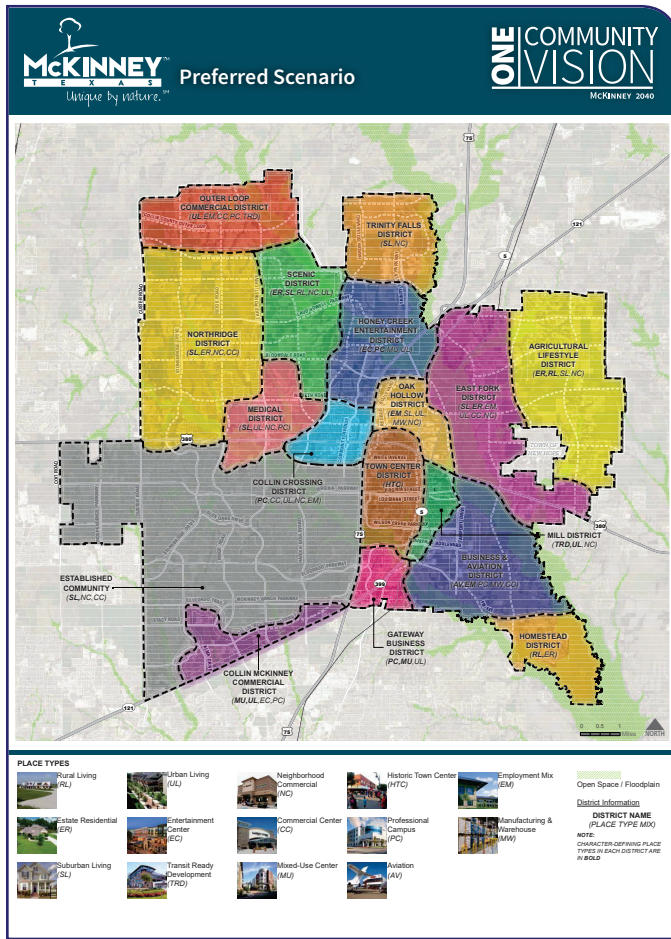
Example of how we worked to ensure value: The Vision was established through multiple community open houses, surveys, small group interviews, and community feedback through popup meetings at the Weatherford Peach Festival and Bankhead Highway Celebration. We used the input from the community to create multiple scenarios for future growth in Weatherford. The scenarios evaluated the results of decisions related to several topics, including a “business-as-usual” plan that identified implications of continuing current development trends, alternative development futures for the Downtown area, the implications of strip commercial or nodal mixed-used development along the future outer loop, and alternative approaches for rural properties in the ETJ. The City then chose the plan that best met their goals from these scenarios.

Contact: Craig Farmer, Director of Planning and Development | 817.598.4338 | cfarmer@weatherfordtx.gov



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ONEMcKinney 2040 Comprehensive Plan – McKinney, TX



The City of McKinney is a fast-growing community located approximately 30 miles northeast of Dallas. Established in 1848 as the County Seat of Collin County, the City offers award-winning schools, a vibrant historic downtown, a robust economy, and a uniquely beautiful natural setting, with rolling hills and lush trees.

Since the adoption of its current Comprehensive Plan in 2004, the population of McKinney has grown by 118%, increasing to a population of 155,142. Additionally, the City has increased its land area to approximately 116 square miles (including City Limits and ETJ). While the City has been successful in attracting quality residential products, revitalizing its historic downtown, and capitalizing on its status as the County Seat of Collin County, it is still seen largely as a bedroom community, supporting employment centers in Plano, Richardson, and Dallas.

In July 2015, a team of consultants, led by Kimley-Horn and Associates, was engaged by the City to facilitate the development of a new Comprehensive Plan. The plan is intended to build community consensus related to a number of issues facing the community including: creating strategies for expanding desired retail, office, and industrial development to support a more diversified

economy; maintaining the special natural character of the community while accommodating new growth; attracting a range of housing products to support “aging in place” within the community and provide workforce housing to support desired industries; identifying the community’s strategic assets and developing strategies for capitalizing on those assets; and establishing a road map for implementing a future plan based on creating a fiscally-balanced community.

Kimley-Horn prepared a project branding package for the Comprehensive Plan effort including a special project logo and supporting materials; reviewed existing conditions and established a preliminary strategic direction for the community; facilitated significant community discussion related to the plan through a specially designed project website, a community survey, stakeholder interviews, community summits, interaction at community events, including Oktoberfest, engagement of special groups, including the Leadership McKinney Class of 2016, and a community-wide charrette. We worked with the community’s consensus feedback to develop a preferred future scenario and developed detailed plan components and implementation strategies.





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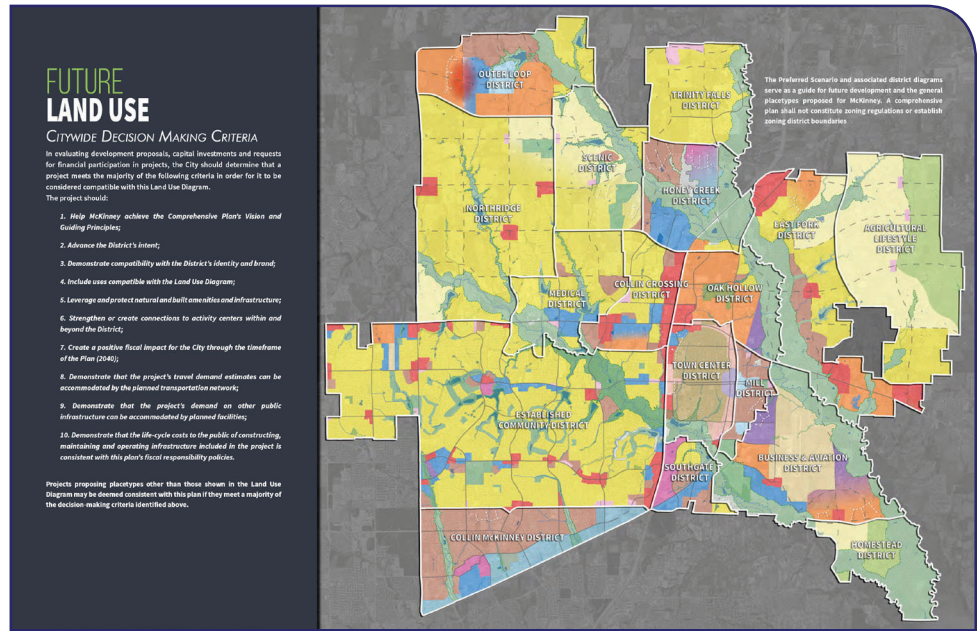
With the success of a future vision for McKinney, the OneMcKinney 2040 Comprehensive Plan was adopted by the City Council in October 2018.

Timeline: July 2015 – October 2018

Total cost: \$825,400 (approved and actual budget)

Example of how we worked to ensure value: The overall plan vision was developed with significant public and stakeholder engagement so that the guiding principles of the plan reflect community desires. The plan resulted in a set of unique districts with identities that are compatible with the community's natural amenities, market potential, and transportation needs.

Contact: Jennifer Arnold, Planning Manager | 972.547.7415 | jarnold@mckinneytexas.org





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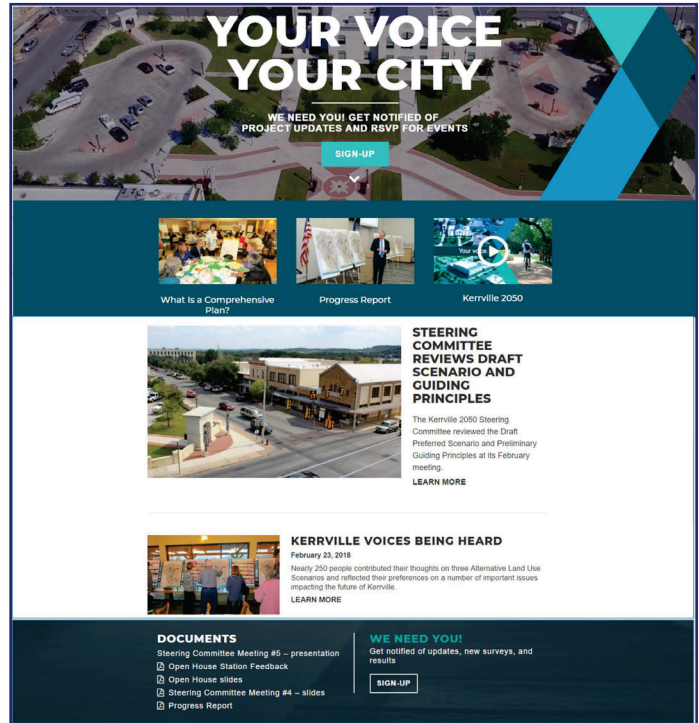
Kerrville2050 Comprehensive Plan — Kerrville, TX

The City of Kerrville is a vibrant, welcoming, and inclusive community nestled on the banks of the Guadalupe River in the heart of the Texas Hill Country. Founded in 1889, Kerrville seeks to attract economic growth and development, provide opportunities, and respect and protect the natural hill country environment that surrounds it while preserving the small town charm, heritage, arts, and culture of the community. Kerrville is best known for its beautiful parks and world class events and attractions that include the Official Texas State Arts and Crafts Fair, Kerrville Folk Festival, Museum of Western Art, James Avery Headquarters, and Schreiner University.

In September 2017, a team of consultants, led by Kimley-Horn, was engaged by the City to facilitate the update of the current 2008 Kerrville Comprehensive Plan and establish consensus on a future vision for the community. The Kerrville2050 plan developed a long-term vision for Kerrville that the community supported, including an economic development strategy that was appropriate for Kerrville and focused on “quality of life” assets.

The Kerrville2050 plan also built community consensus related to a number of community plan priorities, such as capitalizing on the Guadalupe River for the benefit of the community; bringing in new jobs to Kerrville to build and foster a “middle class” that will build on the lack of housing diversity; building up Downtown Kerrville to create an active, attractive downtown that will attract new residents, businesses, and visitors, improving the tourism infrastructure that is a key component of Kerrville’s local economy; and establishing a roadmap for implementing a future plan that is based on creating a fiscally balanced community.

Kimley-Horn prepared a project branding package for the Comprehensive Plan effort, including a special project logo and the www.kerrville2050.com website and supporting materials, such as newsletters and progress posts. We reviewed existing conditions and established a preliminary strategic direction for the community that relied on resident and stakeholder input. Community discussion related to the plan was facilitated through a specially designed project website, community surveys, more than 100



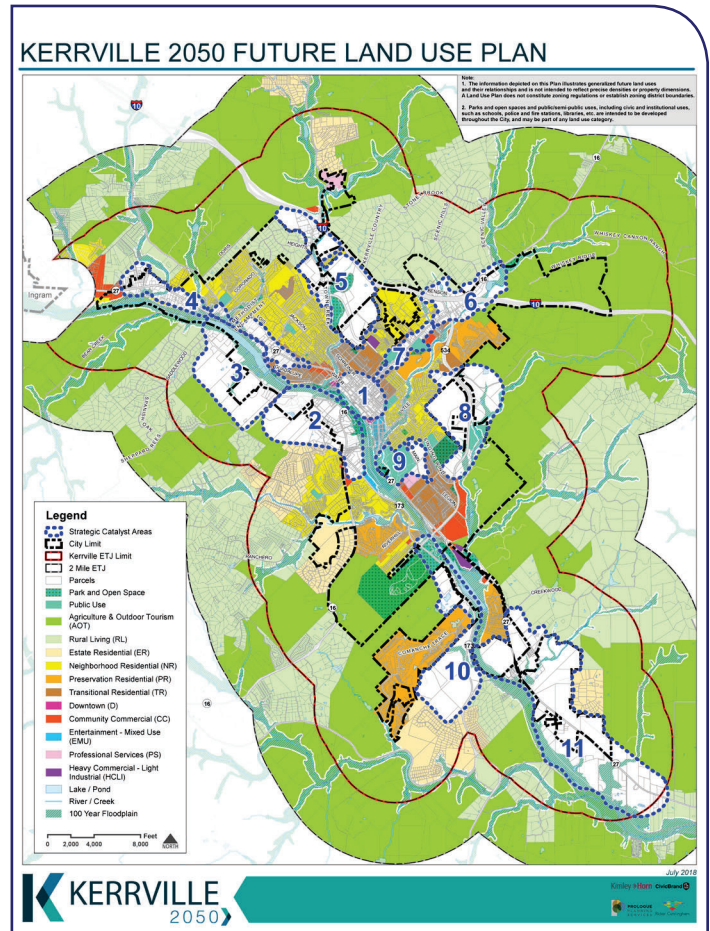


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stakeholder interviews, community retreat and open houses, interaction at community events, including the Veterans Parade. We were successful in developing consensus on a preferred future scenario and strategic catalyst areas, and developed detailed plan components and implementation strategies that were adopted by City Council in June 2018.

In October 2018 following the adoption of the Kerrville2050 Comprehensive Plan the City engaged the comprehensive plan team to update the City of Kerrville's Zoning Ordinance, Zoning Map, Subdivision Ordinance and key Development Standards to improve overall functionality and practicality of the City's ordinances, and to reflect the vision established in the Kerrville2050 Comprehensive Plan.

The Kimley-Horn Team will work with City Staff and the City-appointed Code Review Committee, to review and revised existing zoning and development-related ordinances to address deficiencies, inconsistencies, and operational issues, and to align with and support the implementation of the Kerrville2050 Comprehensive Plan.



Timeline: September 2017 – June 2018

Total cost: \$392,000 (approved and actual budget)

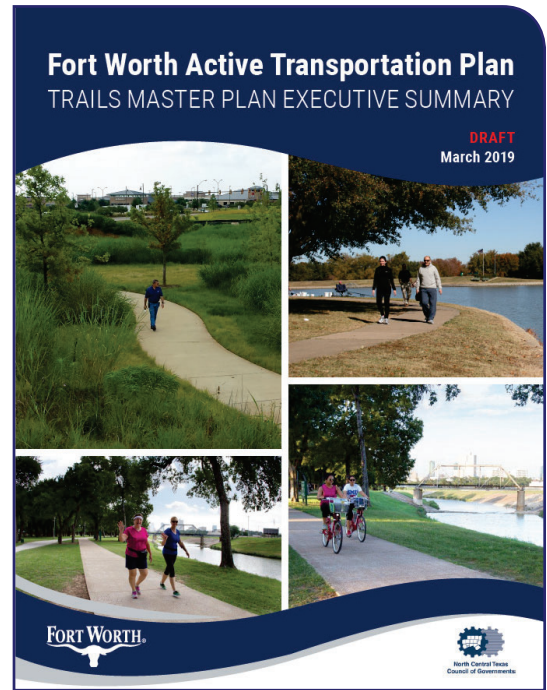
Example of how we worked to ensure value: The Kerrville2050 plan developed a long-term vision which included an economic development strategy to help Kerrville achieve its “quality of life” goals. The plan also built community consensus related to capitalizing on the Guadalupe River for the benefit of the community, bringing in new jobs to foster a “middle class” that will build on the lack of housing diversity and support Downtown Kerrville. Community input and outreach through a variety of platforms and a Kerrville2050 website that were key for continuous project updates made the plan successful in developing consensus on a preferred future development scenario and strategic catalyst areas.

Contact: Mark McDaniel, City Manager | 830.258.1105 | mark.mcdaniel@kerrvilletx.gov



Fort Worth Active Transportation Plan — Fort Worth, TX

The Fort Worth Active Transportation Plan (ATP) serves as an update to the 2010 Bike Fort Worth Plan and the 2014 Walk Fort Worth Plan, and it is Fort Worth’s first ever citywide trails master plan. Active transportation includes walking, bicycling, wheelchair use, and all non-motorized means of travel for transportation and recreation. Each of these elements supports access to the city’s transit network. The ATP provides a shared vision for active transportation priorities and a comprehensive framework for implementation. It identifies the priority infrastructure network for citywide and regional active transportation travel, with an emphasis on local, short trips and connections to transit. Finally, it includes policy recommendations, performance measures to guide investments and accountability, and prioritized project lists with cost opinions. The first objective was to: “Identify a seamless citywide network of on- and off-street bicycle and pedestrian facilities for people of all ages and abilities to walk, access transit, and bicycle.” The access to transit was important to complement the current transit master plan that was underway. The plan outlines priority projects and policies through a detailed action plan.



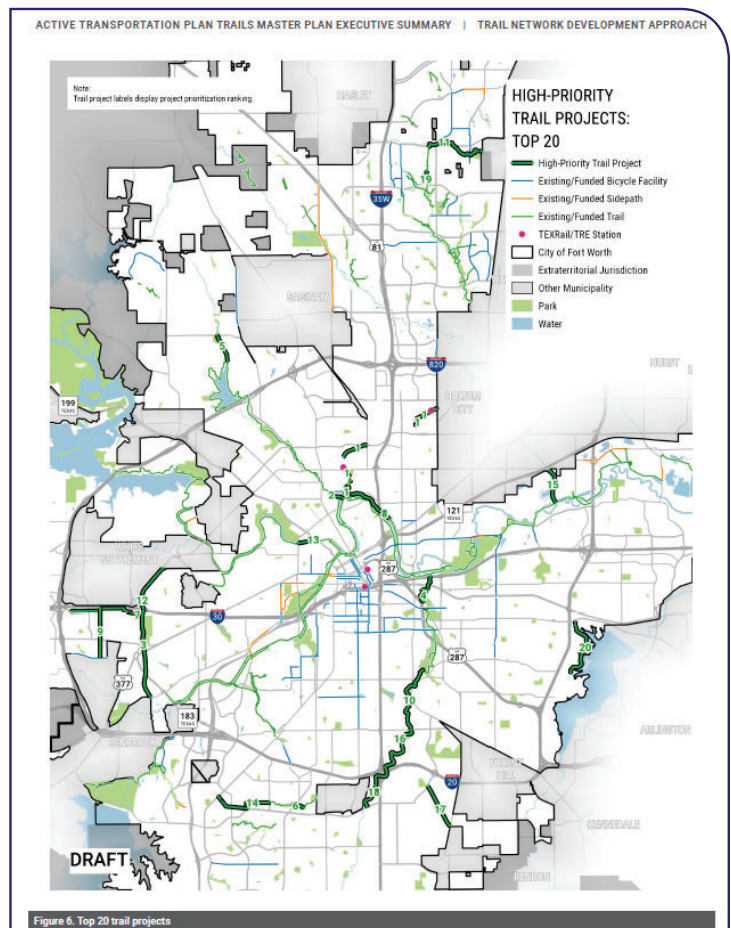
Timeline: January 2018 – April 2019

Total cost: \$180,000 (approved and actual budget)

Example of how we worked to ensure value:

The focus of the project was on implementation and developing a roadmap to where the City of Fort Worth would strategically invest their funds into programs, policies, and projects to encourage and improve active transportation in the City. The project identified that top 20 trail projects, top 300 on-street bicycle and pedestrian projects. Ultimately the Fort Worth Active Transportation Plan aims to create a regionally coordinated and locally connected bicycle and pedestrian system that provides a safe, comfortable, accessible, and equitable network of trails, sidewalks, and on-street bicycle facilities for people of all ages and abilities that encourages a healthy lifestyle, economic development, and increases community awareness and funding for alternative modes of transportation. Performance measures were developed to track the progress.

Contact: Julie Ryan, Senior Planner | 817.392.2593 | julia.ryan@fortworthtexas.gov





REQUEST FOR STATEMENT OF QUALIFICATIONS FOR COMPREHENSIVE PLAN UPDATE AND MASTER PARKS/TRAILS PLAN

Corinth Sports Park Master Plan — Corinth, TX

The City of Corinth contracted with Kimley-Horn to prepare options for master planning an expansion of its largest park, Corinth Community Park. Kimley-Horn solicited input from the City’s top five sports associations as well as the City’s Park Board to prioritize the needs and desires for the community park. Additionally, program participation numbers were gathered and compared to NRPA planning standards and other similar programs in nearby similarly sized communities. This information was integrated into the park master plan and presented to City Council for final approval in February 2012.

Timeline: August 2011 – February 2012

Total cost: \$4.8 million (approved and actual budget)

Example of how we worked to ensure value: Kimley-Horn assisted City staff in engaging with local residents and sports groups to identify the specific needs and desires for the park, which helped to demonstrate outstanding customer service from the City to its constituents.

Contact: Cody Collier, Director of Public Works | 940.498.7510 | cody.collier@cityofcorinth.com



Corinth Community Park

Master Plan- Park Board Revisions

SCALE: IN FEET
0 100 200 400



 Kimley-Horn and Associates, Inc.



Jack Carter Park Master Plan — Plano, TX

Following the relocation of an existing parks service center located within the park, the City was prepared to update a master plan for Jack Carter Park, one of the most beloved parks located in central Plano. Kimley-Horn assisted the City with public engagement, and worked with residents, parks board members, a park executive committee, and City staff to develop concepts for Jack Carter Park. Several public meetings were held to gather initial feedback, and the concepts were developed with the parks executive committee at design charrette meetings.

Several concepts were developed, and our graphics designers created 3D models of the proposed improvements that were used to review the conceptual design options at a public meeting. These graphics allowed for our design team to make adjustments during the meeting and build consensus with the public, City staff, and executive committee members. Following the final meeting, we developed a final concept and presented the plan to City staff, along with a cost estimate for phased improvements over the next five to ten years.

Timeline: October 2017 – June 2018

Total Cost: \$11,600,000 (approved and actual budget)

Example of how we worked to ensure value:

Kimley-Horn incorporated a 3D model into the final park presentations, which assisted in achieving a consensus between staff needs, public desires, and direction received from the design committee.

Contact: Liz Del Turco,
 Senior Park Planner |
 972.941.7532 |

lizde@plano.gov



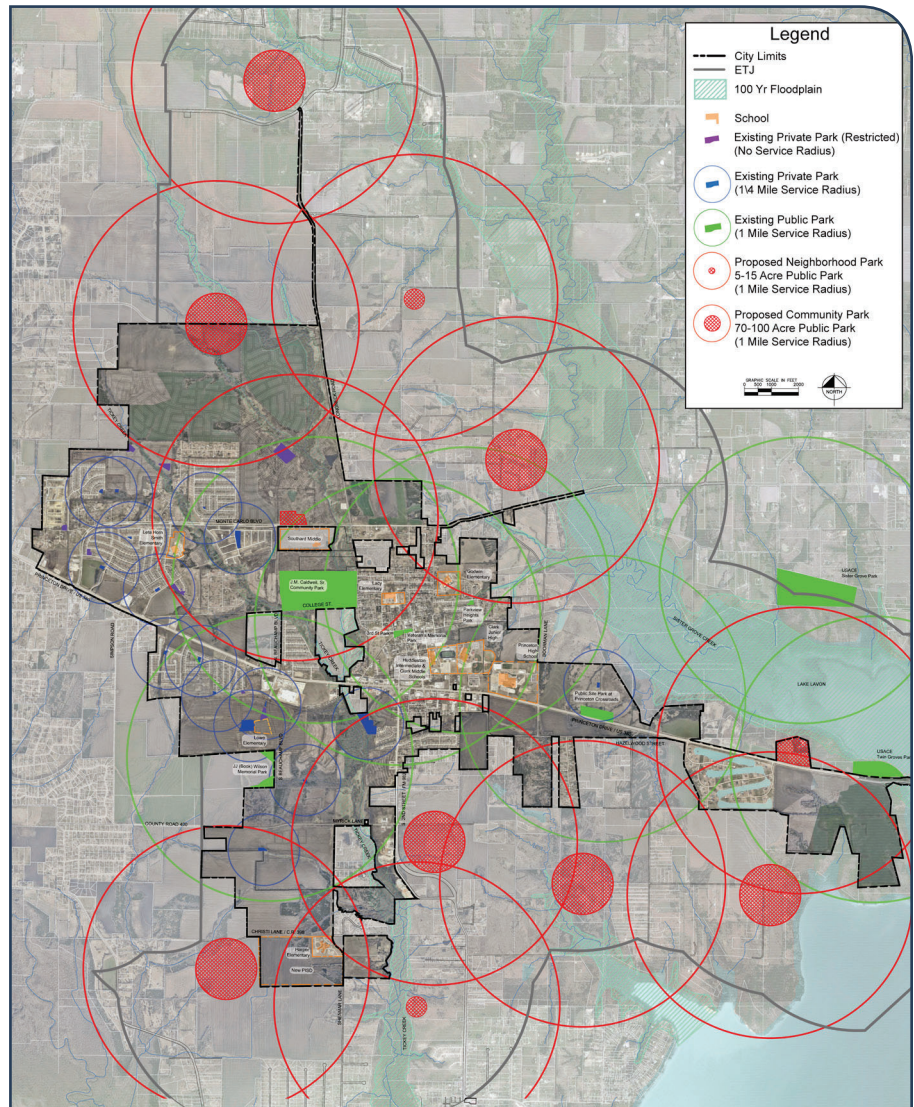
Princeton Parks and Trails Master Plan — Princeton, TX

In 2018, the City contracted Kimley-Horn to provide an updated Parks, Open Space and Trails Master Plan, to be developed alongside the Comprehensive Plan, which was also produced by Kimley-Horn. The City desired to have the Parks and Trails Master Plan be a standalone document but wanted it to align with the Comprehensive Plan and the ongoing branding effort being developed by the City.

Our team conducted site visits throughout the town to identify the existing public and private (HOA-maintained) parks within the community, quantify the available amenities and evaluate their overall functionality. Additionally, we identified all of the existing trails and sidewalks and looked for opportunities to create linkage between neighborhoods, schools, and parks in order to connect residents to the park and trail network.

Following our initial site inventory and analysis, our landscape architects joined with the comprehensive planning team and participated in the community charrette organized for the ongoing planning effort. We talked with residents to gather feedback on their overall satisfaction with the parks system and their needs and desires for future park and trail improvements. Information was gathered through conversation, feedback survey forms, dot-voting, and large displayed notepads. After the public workshop, our team used the information from the residents, city staff guidelines, and observations from the inventory and analysis to develop park and trail recommendations.

Our team developed City-wide maps that illustrated the proposed park improvements and trail connections and coordinated with the comprehensive planning team to

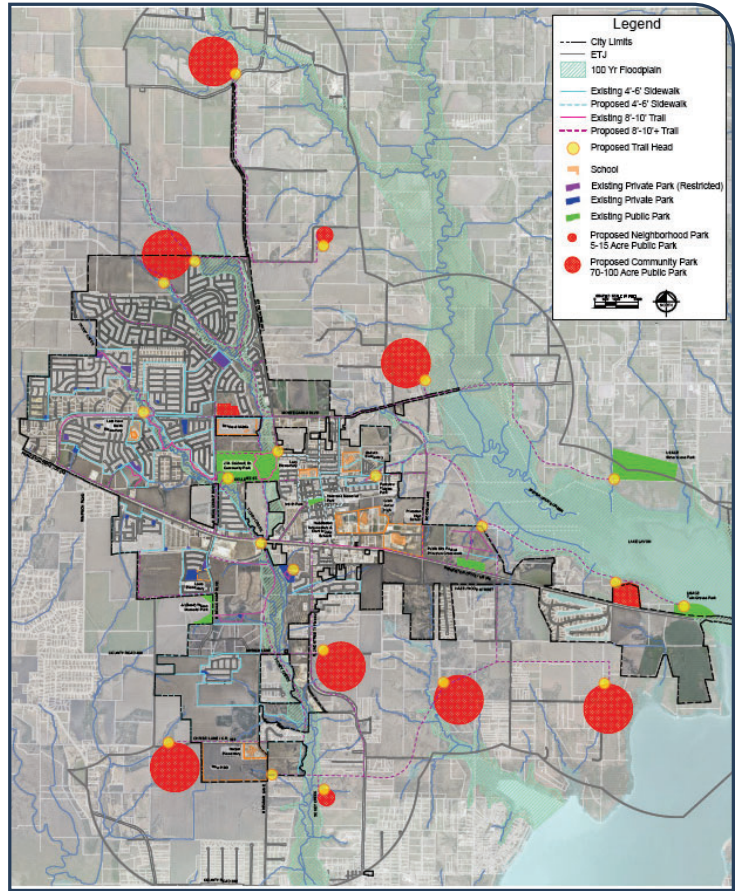




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ensure that our goals and objectives were aligned with the overall city planning effort. After developing the proposed improvements maps, we engaged the public again to receive additional feedback and assist in identifying priorities for the park and trail implementation. The recommendations included several new parks and trails, as well as improvements to existing parks and trails. Overall the total estimated costs for all improvements and land acquisition was estimated at \$275 million.

The City is currently developing funding strategies for implementation of the initial recommendations. Our team has already coordinated with City staff to develop an updated ordinance for park development fees charged to new residential and multi-family projects within the City. The Parks and Trails Master Plan and park development fee ordinance was approved and implemented by the city council in April 2019. At the completion of the project, the City of Princeton had a complete and updated Parks and Trails Master Plan that was aligned with their current draft of the Comprehensive Plan and identified key priorities and trail linkages, which will assist in future Texas Parks and Wildlife and other grant applications. The completed and adopted plan and park development fee have the City well positioned for park development over the next five to 20 years.



Timeline: February 2019 – November 2019

Total cost: \$2.75 million (approved and actual budget)

Example of how we worked to ensure value: Our team assisted the City in developing updated park and trail maps as additional residential neighborhoods were platted and developed throughout the planning processes and assisted the City in developing a park development fee ordinance to assist in funding the identified park and trail improvements.

Contact: Derek Borg, City Manager | 972.736.2416 | dborg@princetontx.us



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Terrell Comprehensive Plan and Downtown Plan Update — Terrell, TX

The City of Terrell is a stable and established community in East Texas that is facing imminent growth from the Dallas Fort Worth Metroplex. The vision for Terrell, grounded by its legacy as an authentic community, is to position the City to be a regional and relevant destination while offering residents a range of sustainable lifestyle choices.

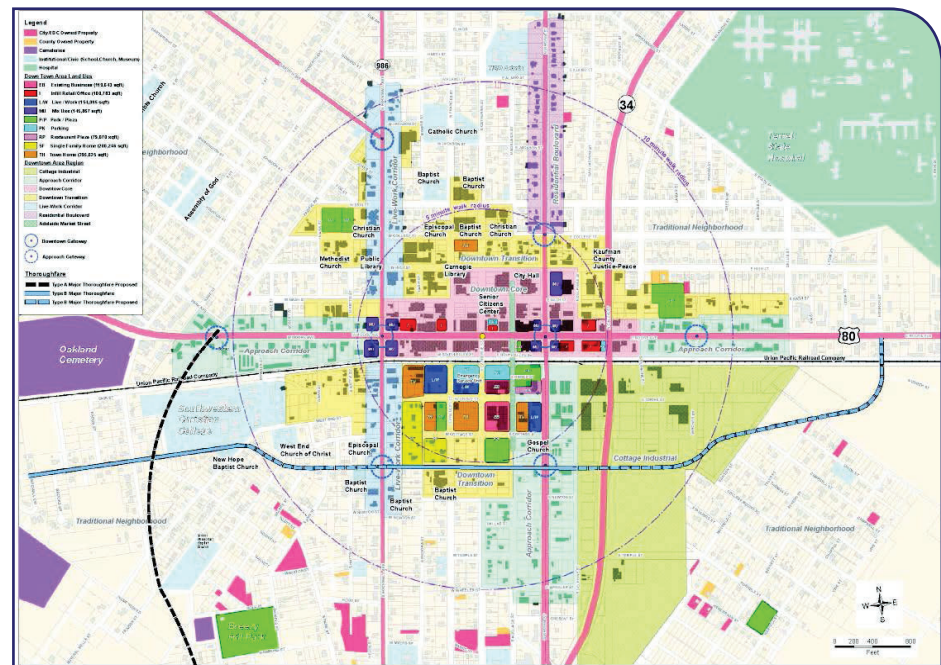
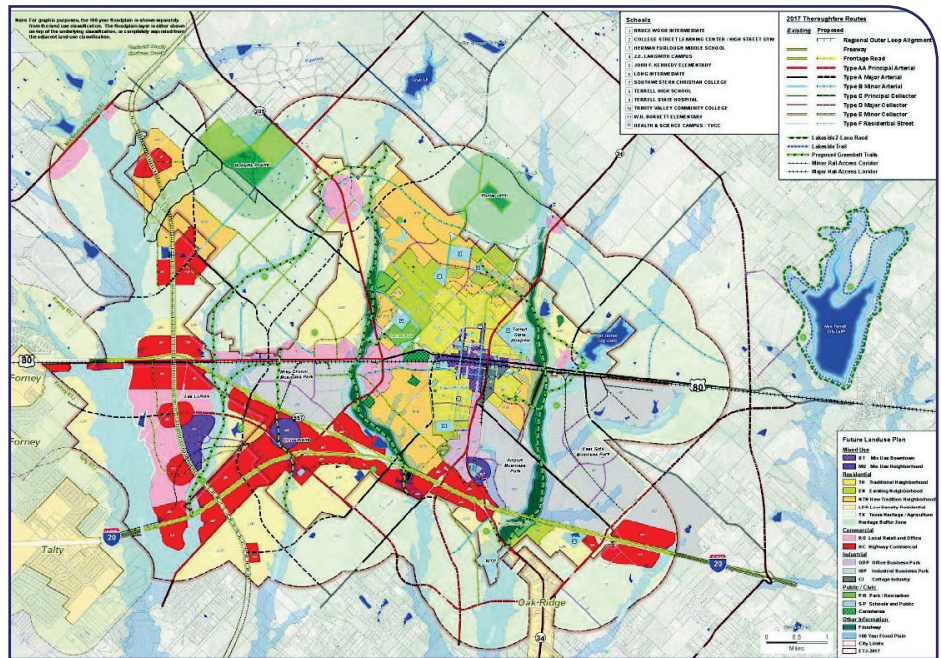
The plan considers several factors to evaluate projects, programs and policies to make Terrell's vision a reality. These include economic development potential, enhancement of quality of life, compatibility with existing neighborhoods and commercial areas, and potential to activate the goals. This led to the identification of various catalyst areas that would be viable for both redevelopment and new growth opportunities.

The Comprehensive Plan serves as an essential tool that helps direct policy and resource allocation on the physical development of the City; it is the bridge that links strategy to actions. In that regard, the plan recommends financial tools to jump-start the catalyst projects, regulatory changes to implement the goals, and an organizational structure to manage the long-term implementation of all elements of the plan.

Downtown Plan

In conjunction with the Comprehensive Plan update, the consultant team also undertook a Downtown Plan effort that identified Downtown Terrell as a vibrant destination of choice for living, shopping, working, and entertainment.

Building on local assets, promoting walkability, and creating a sense of place will enable the City to better leverage the strategic importance of downtown to attract business development and build a sense of community.





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The Downtown Plan identified four key outcomes as the guiding framework for the ultimate vision for redevelopment. These include historic preservation, creating a walkable context, establishing a livable neighborhood, and making downtown investment an economic development imperative. In addition, the Downtown Plan establishes a vision for different character zones of downtown based on the existing context and future redevelopment opportunities. Because of this, the Downtown can be seen as an amalgamation of eclectic sub-districts, each with its unique attributes but with an overall Downtown identity.

Timeline: February 2017 – January 2018

Total cost: \$150,000 (approved and actual budget)

Example of how we worked to ensure value: The plan includes recommendations of financial tools to welcome development to the Downtown area, creating a sustainable long-term strategy.

Contact: Charles Fenner, Director of Municipal Development | 972.551.6606 | cfenner@cityofterrell.org

**This project was completed by Jayashree Narayana at Livable Plans & Codes.*



Ennis Comprehensive Plan Update and Unified Development Ordinance Update — Ennis, TX

The City of Ennis, located along IH-45 just south of the Dallas Fort Worth Metroplex, emphasized industrial economic development over the past 15 years, and has stagnated with respect to new residential and retail development in comparison to its peer cities. In order for Ennis to be able to take advantage of regional growth opportunities, the City needed to take on a more balanced approach with a greater focus on quality of life improvements.

In order to direct the City's limited resources to implement these quality of life outcomes, the planning process identified goals for three focus areas

given current momentum (Downtown) and potential opportunities to leverage natural and man-made elements, such as Lake Bardwell and US 287 Highway improvements. In addition, it aligned the quality-of-life goals with the focus area approach to optimize the City's implementation capacity. The Comprehensive Plan update was adopted unanimously by the Ennis City Commission in January 2016.

After the adoption of the Comprehensive Plan update, the City undertook an overhaul of its zoning and subdivision regulations in 2016-17 that were originally adopted in the 1980s. This Unified Development Ordinance (UDO) process was an effort to streamline development ordinances and implement key elements of the focus area approach, including creating form-based districts for Downtown and the Kaufman Corridor. The UDO was adopted with unanimous support in April 2018.

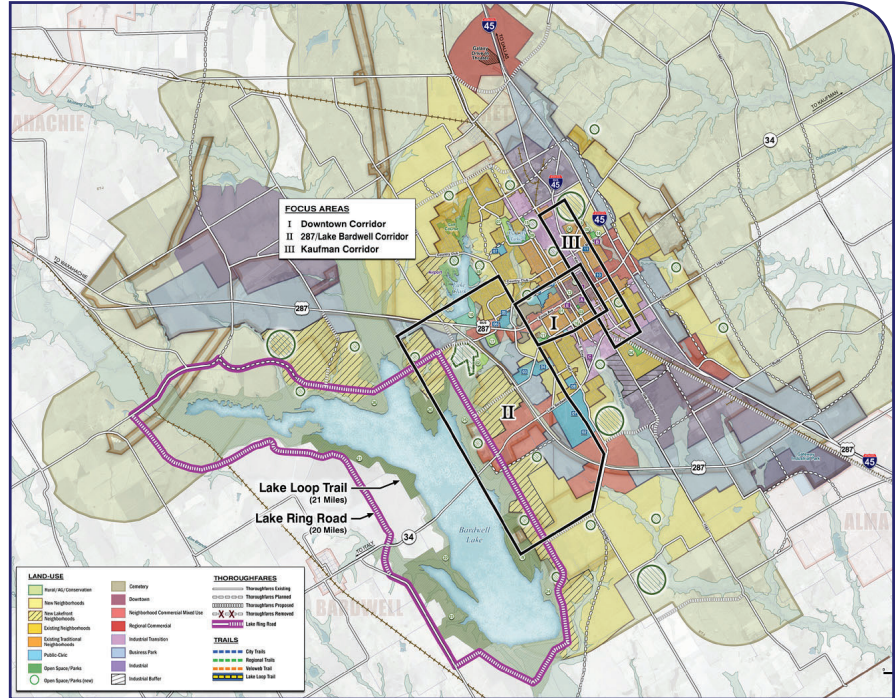
Timeline: June 2014 – January 2016

Total cost: \$150,000 (approved and actual budget)

Example of how we worked to ensure value: The Comprehensive Plan identified three focus areas for growth that leveraged existing momentum and opportunities, aligning the quality-of-life goals with each focus area.

Contact: Mark Richardson, Planning and Development Department | 972.875.8540 | mrichardson@ennistx.gov

**This project was completed by Jayashree Narayana at Livable Plans & Codes.*





Project Approach

Project Understanding

As cities grow and age, they contend with the challenge of accommodating new growth that is consistent with the community's vision and values while also being forced to figure out how to maintain the viability of existing neighborhoods and public infrastructure that may need significant reinvestment. The ideal Comprehensive Plan and Master Parks/Trails Plan should be a sound business plan that can tie balanced land use, economic development, and infrastructure policy with the City's ability to prioritize and fund operations and capital investment while also maintaining quality of services and livability. Our team is set to help you answer the question, how can our City successfully reinvest in existing neighborhoods, parks, and infrastructure while promoting quality growth that is fiscally sustainable over the long-run?

With remaining available land being developed and with the level of infrastructure and the pattern of single-use, low density, auto-oriented growth over the last 40 years in DFW, Corinth could eventually struggle with legacy infrastructure costs and a consistent public opinion of reducing tax burden that often strains resources. This can be frustrating for City planners, managers, finance directors, engineers, and elected officials who must make the tough decisions on City budgets. There are simply too many demands and not enough money to pay for all of them.

With the Kimley-Horn team, the Comprehensive Plan and Master Parks/Trails Plan will be a fiscal tool that establishes growth patterns that are more resilient by relating sustained property value with commensurate infrastructure investment. City leaders need plans that help them make smart choices on every investment and with limited resources they have at their disposal. Corinth is in a prime moment to take advantage of the growth market by educating its citizens, forming a plan that works with their vision, and guiding the process toward sound strategy. Together with the community, the project team will reconfirm Corinth's strengths and assets to make thoughtful decisions and investments that will close the gap between needs and funds over time.

Corinth needs an outcome-oriented comprehensive and parks/trails plan that focuses on balancing sound land use planning and is grounded in market, financial, and environmental realities. The Comprehensive Plan should focus private investment in high-return areas (such as DCTA Station area; the desired City Center; and parcels still open along Interstate 35, FM 2181, and FM 2499) and encourage incremental improvements that are based on the community's collective capacity to reinvest in existing neighborhoods while promoting sustainable new growth. The Master Parks/Trails Plan will be developed alongside the Comprehensive Plan, and should focus on prioritizing projects that meet the needs of the community, as well as provide linkage to and enhance the proposed catalyst projects and TOD areas.

Our approach is centered on bringing together different technical experts needed for this initiative with a focus on the overall outcome that will integrate these different perspectives together in a seamless manner. We believe a successful Comprehensive Plan and Master Parks/Trails Plan for Corinth must focus around the following main objectives:

- **Reinforce Corinth's authentic brand and identity.** We work from the identity of the community first. Focused on the unique drivers to guide the path for implementation and catalytic development opportunities.
- **Creating an educated and engaged citizenry** that enthusiastically supports City leadership, respects decisions, and contributes to making positive changes in local neighborhoods and the community.
- **Aligning policies for land use, transportation and economic development** through a series of focus areas and corridor plans that are derived from real market data; unique and authentic catalytic plans; established best practices for transit-oriented, traditional neighborhoods; and smart, innovative developments.



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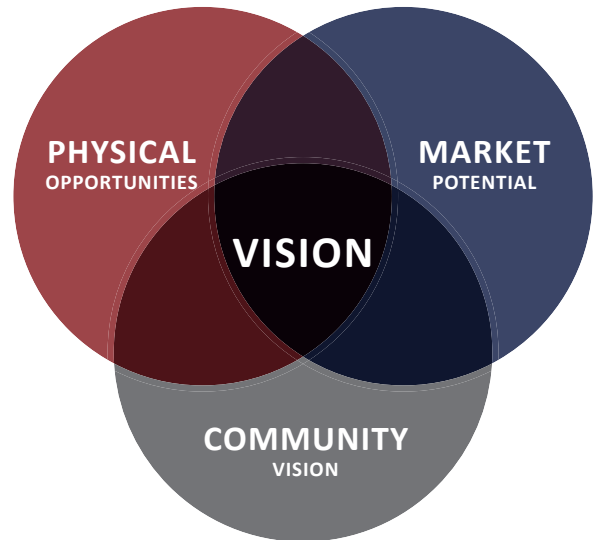
- **Establishing clear outcomes, implementation, and decision-making tools** to help elected officials, staff, developers and citizens see compromise on the future vision of the City.
- **Promoting livability so Corinth residents are excited** to stay and those who leave for college want to come back.

Team Philosophy

Our philosophy to aligning Corinth's vision will use::

- **Physical Opportunities**
- **Market Potential**
- **Community Vision**

The vision for the future should be the community's vision, not the project team's vision. We understand that for this vision to be Corinth's vision, it will be important to get broad community input. Often in planning efforts, it is difficult to get the broader citizenry excited enough about the initiative to attend public meetings. The key will be to create engagement events and activities focused on specific issues and geographic areas to make them more relevant to affected citizens. We view all our team members as facilitators first, each with the specific technical expertise needed to create successful strategies that elicit input on the Community's vision. Our focused community engagement allows direct interaction with Metroquest Survey, use of the Comprehensive Plan Advisory Committee (CPAC) as integral team members, and two Community Events. Our team will also prepare staff to facilitate other pop-up events, as warranted in this process.



Education is fundamental to a successful Plan. As the Comprehensive Plan gets underway, it will be important to educate the community on the regional and market forces that affect growth and development. To this end, the project team will work with staff to identify the best tools to achieve this outcome. Some of these tools include lecture series, public presentations on major issues, books, articles, and other resources that can all be deployed, given the community's needs and willingness to engage with the process. The key will be to focus on the interrelated nature of planning decisions and the need for a sound planning foundation, which will help the community make informed decisions on fiscal, economic development, infrastructure, and land use policy moving forward. Our team has selected *Walkable City Rules* by Jeff Speck to help Corinth's CPAC and Planning & Zoning Commission through the future they are realizing. It is a new publication from 2018, built from Speck's book *Walkable City*. This book will "cause you to understand more about the practical aspects of city planning than 90 percent of the people currently engaged in that work." Having worked in the realm of walkable cities for the last 15 years, Brad Lonberger can vouch that the content of this book will serve the needs of the Corinth community to realize its plans and vision. It will also guide our talking points on ways to speak about the critical, data-driven details for why we need walkable cities.



Every community is unique. Our project approach is specifically geared toward bringing out and focusing on those attributes that make Corinth unique. One example of assisting a community in bringing out and focusing on its unique assets was the Vision Sachse project. Our team members, Brad Lonberger and Jay Narayana, worked with their team to help the community understand the future areas for development. New development patterns presented for the City revealed a variety of opportunities to help Sachse grow beyond its residential market trends. It was an effort to educate



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citizens on smart public and private investments to support Sachse in realizing their development goals on remaining vacant land.

For your Comprehensive Plan, we have organized our consultant team in a manner that allows several of our local task leaders to act not only in their roles as subject matter experts but also as local resources. They will work closely with our project manager to establish that every aspect is focused on aligning with the unique physical, cultural, historic, natural, and political aspects of Corinth.

An implementable vision must be focused on market and fiscal realities. Our team believes the best way to make sure that a beautifully crafted plan sits on a shelf is to focus only on vision, denying market realities. Our team's planning experience has refined our process of marrying a community's vision with real estate market opportunities, and developing specific implementation strategies to remove barriers to investment. We understand that comprehensive plans must be visionary as well as fiscally resilient.

The vision must be focused on a rational, prioritized path. The implementation plan is the roadmap for decisions moving forward.

Project Methodology and Approach

Our team has prepared a proven, three-phase approach to provide the City of Corinth a Comprehensive Plan Update and a Master Parks/Trails Plan. The phases will focus on Project Initiation and Data Gathering, preparing the Plan Components, and developing Implementation Strategies and plan Adoption. Concurrent to these phases will be an ongoing Public Participation process led by Brad Lonberger and Danny Khalil.

The following pages outline the general project approach that we have developed based upon our team's understanding of the specific issues needing to be addressed in Corinth and the plan components outlined in your Request for Qualifications.

Project Management Approach

As shown in our organizational chart, our team is focused into specialties, focusing on key phases and deliverables within the project. The project will be managed by Brad Lonberger, with support from the Kimley-Horn team and Jay Narayana of Livable Plans & Codes. Our project approach will allow us to meet a timely completion by the City's preferred December adoption timeframe.

Approach to Quality Control

Quality does not happen by accident. Our focus on quality is comprehensive, outcome-driven, and tailored to the goals of your City and project. Our process for assuring and controlling quality delivers the right strategy and correct technical outcome, communicated clearly and early. To the extent possible, we assure that our deliverables convey the what and the why, so that you have the tools you need from us to move things forward most effectively.

To maintain a consistent voice and maintain a high level of professionalism, we put our Comprehensive Plan through a five-step process:

1. We draft the document in Microsoft Word in chapters, using Track Changes to monitor any changes for internal review.
2. After all portions of the document are complete, we assign one staff member to perform a quality control review and edit of the entire document for accuracy, consistency, and to streamline the content into one "voice."



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3. We provide a final draft of the Word document to City staff for further review and comment.
4. Upon receiving comments and changes from City staff, we incorporate all changes into the Word document and again check for consistency and accuracy.
5. Once all text is finalized and meets City expectations, we layout the content with Adobe InDesign.

In this way, we make sure the content is correct well before we share our Comprehensive Plan for external review.

Additionally, for more than 20 years, Kimley-Horn has had a formal Continuous Quality Improvement program. This program, in which everyone at Kimley-Horn actively participates, encourages us to identify and implement incremental improvements and innovation to enhance the value our services bring to clients. We continually track, share, and broadly implement our investments in this program and share them with our clients for their benefit.

Commitment to Meeting Project Agendas, Time Frames, and Budgets

Kimley-Horn has a proven record of performing on time and within budget. The key to our success is managing the right resources at the right time. We emphasize project management using bi-monthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule. In addition, Kimley-Horn often schedules bi-monthly telephone progress meetings with our clients to communicate progress to date and the next steps to be taken.

Frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining schedules. With that in mind, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track.

To monitor our staff workload, Kimley-Horn employs an intensive forecasting technique known as our “castahead” process. This effort involves assessing our project milestones and staff loading on a weekly, monthly, and six-month basis, drilling down to the project team level. Individual staff member loading is assessed to the person level in the one-week and one-month time frames and the operating unit level in the six-month time frame. A database is used to track all project commitments/milestones and staff commitments firmwide. Using this intensive process, we can identify overloads and shortfalls many months in advance and develop strategies to overcome them. Should we need additional resources, we can internally “shift” staff from another of our firm offices to make sure we have the team we need to complete the task.

By having a clear picture of staff workload at all times, Kimley-Horn will be optimally positioned to meet the City’s expectations on this project.

Approach to Maximizing Community Input

Given that community engagement is paramount to this initiative, it is to our best interest to maximize outreach and input.

In order to maximize community input, the project team will facilitate a series of discussions related to the desired future for Corinth. This vision session will begin with a brief overview of Corinth’s opportunities and constraints identified in the State of the City meetings that are conducted with City staff and the CPAC. The vision session participants will be asked to participate in a series of round table exercises to provide strategic direction to the project team. Working with the CPAC, we will facilitate discussions related to developing a preferred vision framework for Corinth’s future.

Our detailed approach (the Community Involvement Plan) to facilitating City-wide discussions related to the desired vision for the community will only occur through a close collaboration between the project team and the City of Corinth. Given the



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relatively short time frame, it will be essential to have a cohesive Community Involvement Plan that aligns City staff and consultant key roles and responsibilities.

Community Involvement Plan

We understand that a successful Comprehensive Plan is one that is embraced by the community and focused on implementation. To develop a successful plan, the community’s stakeholders must be actively engaged throughout the planning process. Our team’s approach has created successful plans and has engaged stakeholders so they become partners with the City in carrying out the plan after its adoption. Because there are many choices in designing an effective public participation process, we will work with the City to craft a process that is effective and appropriate.

The community involvement process will use a set of tools and activities to give interested people and organizations a variety of options for communicating throughout the project. Our recommended ongoing general involvement activities take advantage of the internet, electronic communications, and social media, and are structured so that any interested person with access to the internet can participate. We also include recommendations for targeted input activities focused on people and organizations with specific relevant experience and expertise that can help advance the effort. The interactive events bring larger groups together in an engaging and creative process to envision Corinth’s future and set priorities for implementation.

Communication Strategy

Residents, property owners, business leaders, and other stakeholders in Corinth must be contributors to the update of the Comprehensive Plan if they are to support its vision and the many projects, programs, and investments that will carry it out. We believe it is essential to establish a cohesive message and communications strategy for the project and to structure a package of community engagement techniques that achieve four objectives: gives stakeholders multiple choices for participation, involves potential participants through timely and engaging communication, assures stakeholders that their input has been heard and considered, and produces results that are useful to the City as the plan is created. The initial step in achieving these objectives is the formulation of a Community Involvement Plan. The following are elements of the Community Involvement Plan:

Project Branding and Visual Imagery Development

The project team will develop a project specific branding strategy to allow for the project to have a consistent and commonly known name and image for the community. We will brainstorm with the City on big picture concepts that the brand should accomplish and from that will then develop brand assets, including project name, logo, font, colors, image rules, icons, and typography for consideration by the CPAC. Once approved, brand assets will be created including project website, banner stands for public events and meetings, social media graphics, posters, fliers, and promotional products. It will be important to finalize this concept early to allow for consistent naming throughout the project. Examples of branding can be found to the right from other comprehensive plans.

Web-Based Engagement

The internet and online tools are increasingly important forms of communication. For this project, web-based engagement will be designed to make information available more broadly (to anyone who chooses to go online), more conveniently (whenever someone is online or connected), and





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with more flexibility (by using a variety of online and social networking tools). The project team will use existing tools and help design additional tools so that City staff can use them in making them a part of the day-to-day management of the project. The final components of our Internet strategy will be determined in consultation with the City and included in the Community Involvement Plan. These tools and techniques could include:

Website

A project website, or web page, (created by the City) would convey general project information such as meeting dates, background information, and contact information. It will also provide a means for obtaining public input and serve as the main portal for videos, presentations, workshop information, and downloadable reports. Stakeholders would be able to sign up for notifications to be updated when new survey questions, new posts, and survey results are posted.

Social Media

Utilizing *The Corinth Connection* as a means to get initial word out, our initiative can focus key hashtag strategies to keep connected to those residents interested in the process. People who follow updates on social networking sites, such as Facebook (www.facebook.com), LinkedIn (www.linkedin.com), Twitter (www.twitter.com), and Instagram (www.instagram.com) are more involved in the project's process and can also share information with their social networks. A project social channel could consist of updates about the progress of the plan, exhibits, polling questions, videos, and comments. The community will have an open venue to discuss the project and share insights on its progress. The project team will be able to gauge the public's responses to various issues and address concerns promptly.

Online Surveys

Our team uses two platforms:

- Traditional survey (Survey Monkey)
- Metroquest (<https://planmiramesa-demo.metroquest.com/>). Metroquest allow users to learn about the plan, prioritize planning elements, discuss what is important and map assets or opportunities in the City Comprehensive Plan.

Advisory Committee (CPAC) Meetings

The CPAC adds input, serves as a review, and directional body for the Comprehensive Plan throughout the planning process, with the initial meeting occurring early on. We would meet with the CPAC at key points (ideally four times) during the process to present topical background materials for the Committee, discuss critical issues related to the development of the Comprehensive Plan, and obtain feedback and direction from the Advisory Committee. The goal is for the Advisory Committee to be the ambassadors for the project, and we will require them to be available for public meetings to help as facilitators, to participate in joint work sessions, and to support the communication strategy.

Large Community Input Components

The Kimley-Horn team would meet with the City Council and /or Planning and Zoning Commission at key points during the planning process to present topical background materials, discuss critical issues related to the development of the Comprehensive Plan, and obtain feedback and direction for incorporation into the planning process. A key moment in this initiative will be the Joint Work Session, which would include the CPAC, Planning & Zoning Commission, and City Council, to brief stakeholders on the project, deliver draft recommendations, and receive critical feedback prior to the adoption process.

State of the City

The Kimley-Horn team will conduct this with City staff and the CPAC. The community input will be via survey or Metroquest.



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Assembly of a Comprehensive Plan and Parks and Trails Master Plan

Each community is unique, so our team will create a set of plans tailored to the goals, expectations, and needs of your community. Kimley-Horn will create a completely customized Comprehensive Plan and Master Parks/Trails Plan for Corinth, based on desired outcomes but structured based on professional best practice conditions.

To make sure the plans are easy-to-use, we will identify a clear focus for each chapter. Each chapter will include the strategic direction for each component of the plans, as well as guiding principles for each component. If there is any supplementary information, we will include those materials as appendices, allowing the chapters to stay decluttered and straight to the point, while having those additional materials as an accessible resource for those interested in them.

For the implementation components of each of the plans, we will design a very clean implementation matrix catered to Corinth. This matrix will show a clear direction for all entities involved, with step-by-step achievable goals and time frames to successfully implement the plan. This organization makes it easy for participating entities to understand and manage their responsibilities related to the Comprehensive Plan and Master Parks/Trails Plan.

A Detailed Work Program further explaining our approach is included in the Supplemental Information section, beginning on page 44.



References

Our clients know that with Kimley-Horn, they experience better. How do we know this? They consistently tell us we deliver remarkable results and we are really good people to work with — and we live for that. We invite you to contact them personally regarding our work history and quality of service. The following references correspond to our project experience included on pages 19 – 33.

City of Corinth

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940.498.7510
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City of Sachse

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City of Weatherford

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City of Plano

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Senior Park Planner
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City of McKinney

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dborg@princetontx.us



Supplemental Information

Kimley-Horn has successfully completed a variety of projects for the City of Corinth over the past 25 years. We are familiar with the City and your staff. We look forward to continuing to partner with the City for the Comprehensive Plan Update and Master Parks/Trails Plan.

Experience in Corinth

- Manhole Basins Map
- Hydraulic Analysis - Water
- Hydraulic Analysis - Wastewater
- Corinth Green Ribbon Roadway Streetscape
- Lift Station 3A Assessment
- 2016 Master Planning and Infrastructure Update
- Roadway Impact Fees
- Lake Sharon Ground Storage Tank Design
- Corinth Community Park Master Plan
- 2012 Impact Fee Update
- Drainage Analysis
- Meadows Oak Drive Improvements
- Walton Drive Rehabilitation
- North Corinth Water Main
- 2000 Street Maintenance
- Sanitary Sewer and Lift Station Study
- North Parkridge Roadway
- Post Oak Water Line
- Zoning Ordinance and Subdivision Review
- Interstate 35 Corridor Planning*

**Performed by Brad Lonberger prior to joining Kimley-Horn.*

Detailed Work Program

PHASE I – Project Initiation

Task 1 – Project Initiation and Management

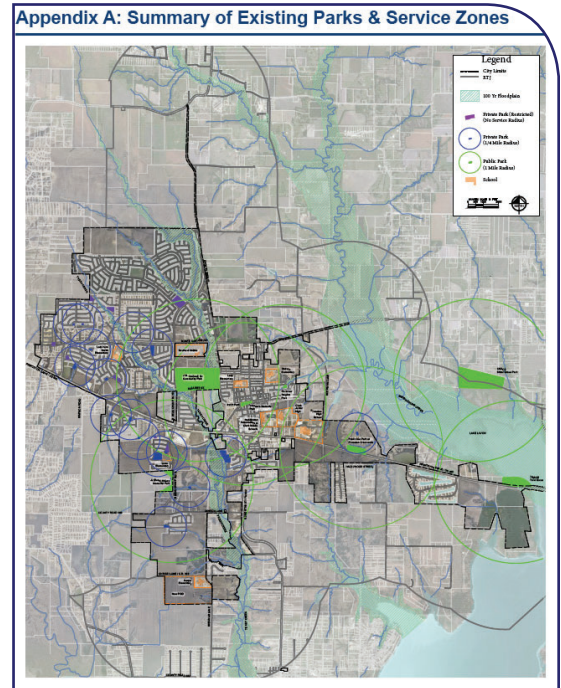
1.1 – Project Initiation Meeting (Consultant Team and City Staff – Face-to-Face) – Our team will engage immediately and directly, on-site with City staff to align a kick-off meeting to confirm schedule of project, integral milestone deliveries (including how to get to the finish line by end of year) and project deliverables. We will work with City staff to pull together a Public Involvement Plan. We will introduce ourselves to the CPAC with the City Staff, and we will also introduce our recommendation for reading materials, *Walkable City Rules* by Jeff Speck, an insightful approach to setting and educating about rules as it pertains to creating a walkable city. This is our focus to creating great communities and building community together with our municipal clients and their citizens.

The City will provide a meeting location and notify attending staff of the location and time for the meeting. During the Project Initiation Meeting, the project team will request the following:

- Aerial photographs geo-referenced
- Recent population statistics, list of major employers, visitor data, and any demographic information
- GIS data – a checklist of desired data will be provided at meeting
- Relevant land use and completed or under-development data
- Information regarding planned public or private developments, including the DCTA TOD plan
- Existing parks (inventory, service radius, and location)
- Existing sidewalks and trails
- Existing and planned utility / infrastructure improvements
- Existing and planned transportation improvements, including the most recent traffic counts available, the most recent Transportation / Capital Improvement Program, any relevant transportation plans and studies, including programming and requirements for the DCTA station, and any previous parking studies or current plan elements addressing parking
- Existing City plans, studies, and ordinances – Previous Comprehensive Plan, Thoroughfare Plan, Water and Wastewater Plans, Zoning and Subdivision Ordinances, and other relevant documents
- Existing or proposed Special District Information (such as TIRZ and PID)

1.2 – Tour – Immediately following the kick-off meeting, the project team will tour key areas and locations (including neighborhoods and corridors) in the City of Corinth with City staff to gain a deeper understanding of the character, culture, issues, opportunities, and challenges facing the City.

1.3 – Biweekly Progress Meetings (Up to 12 meetings) – The project team will meet via Skype (an internet application that allows virtual meetings) with key City staff to discuss project progress, key action items and responsibilities, and project schedule. Kimley-Horn will prepare an agenda and a checklist with action items, responsibilities, and due dates for appropriate team members and will schedule and notify attendees of the meetings via Microsoft Outlook.





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Task 2 – Project Background

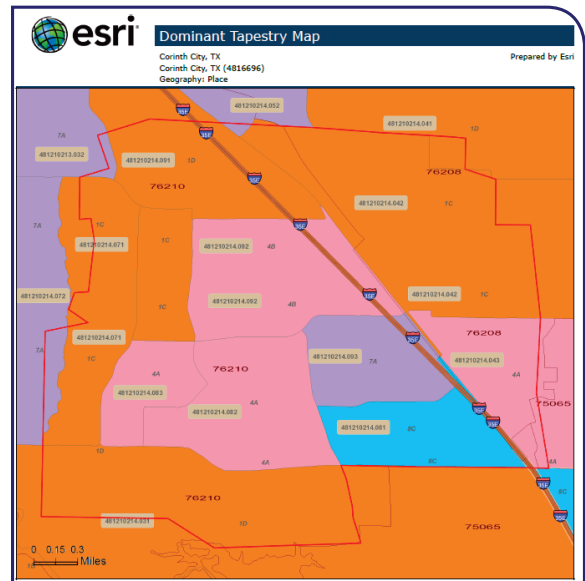
2.1 – Data Collection / Review – In addition to the data obtained from the City, the project team will assemble existing data sets from the Denton County Appraisal District and NCTCOG and review existing background data and previous studies for the City of Corinth (see Task 1). The project team will also perform site visits to review the existing parks and trails network to identify existing amenities and review functionality. This review is intended to provide the project team with a high-level understanding of existing conditions, opportunities, and constraints in Corinth. A more in-depth understanding of these elements will be developed during the State of the City meeting when the Project Team will work closely with City Staff to determine the importance of several data sets and background materials to the overall scope and focus of the comprehensive plan. The key to having the right start is to know what standards and principles are already valid and continue from that point. Our team will validate key tenets of the current comprehensive plan, take queues from existing plans and search for those pieces that are missing to meet the requirements of the project deliverables. Our best practices approach will guide initial thoughts on content, program and comprehensiveness, but validation will come from City Staff and CPAC initially and be finalized by the community.

Our team will assemble key market strategies based on existing market conditions and future opportunities. We will dive into established partner companies in the community and hear from Economic Development on their focus and current connections in the market place. Ultimately, we aim to highlight key opportunities and match those desired outcomes to developable land remaining in the City and show how those outcomes can fit within the current available land for development.

Task 3 – Demographic and Market Analysis

We will collect demographic and psychographic data related to the following:

- Population trends (base, growth, and projections)
- Population build out
- Age (distribution of Gen Y, X, Baby Boomers, etc.)
- Race trends
- Ethnicity trends
- Income (purchasing power, trends, and comparison to region)
- Psychographics (top 10)



esri		Tapestry Segmentation Area Profile				
		Corinth City, TX Corinth City, TX (4816696) Geography: Place			Prepared by Esri	
Top Twenty Tapestry Segments						
Rank	Tapestry Segment	2018 Households		2018 U.S. Households		Index
		Percent	Cumulative Percent	Percent	Cumulative Percent	
1	Boomburbs (1C)	27.3%	27.3%	1.7%	1.7%	1617
2	Soccer Moms (4A)	25.4%	52.7%	2.9%	4.6%	875
3	Savvy Suburbanites (1D)	18.4%	71.1%	3.0%	7.6%	621
4	Up and Coming Families (7A)	16.2%	87.3%	2.4%	10.0%	667
5	Bright Young Professionals (8C)	7.7%	95.0%	2.2%	12.2%	345
	Subtotal	95.0%		12.2%		



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Task 4 – Mapping

4.1 – Project Templates – The project team will prepare a project base map and PowerPoint templates that will be used to create project branding for presentations, all base maps, and the final report template for all deliverables.

4.2 – Existing Conditions Mapping – Based upon existing, readily available GIS data (to be provided and maintained by the City), and an assessment of existing conditions, the Project Team will prepare existing conditions exhibits for use in public meetings and presentations of the elements collected.

PHASE II – Plan Components and Document Production

Task 5 – Community Engagement Planning

To craft a holistic vision, residents, property owners, business leaders, and other stakeholders in Corinth must contribute to the update of the Comprehensive Plan and Master Parks/Trails Plan. This will create buy-in and help to make sure that the future projects, programs, and investments that will be needed to carry out the vision are supported. Our team believes it is essential to establish a message structure and communications strategy for the project and to develop a package of public engagement techniques that achieves four objectives:

- Identifies key stakeholders and resident groups to provide a broad range of input for the initiative
- Gives stakeholders multiple choices and opportunities for participation
- Engages potential participants through timely and engaging communications
- Assures stakeholders that their input has been heard and considered
- Produces results that are informed from public input sessions and useful to the City as the plan is created

5.1 – Community Involvement Plan – Our team will develop a detailed plan for overall communications and for the public involvement process for staff review and approval. The Plan will identify methods for stakeholder identification, pre- and post-meeting communication techniques and tools, a schedule of stakeholder and public involvement meetings, necessary activities in preparation for meetings, and tools and techniques to facilitate engagement and feedback at stakeholder and public meetings. As a part of the Public Involvement Plan, we will work with the City to identify potential external project partners (such as the Corinth Area Chamber of Commerce, the Corinth ISD, Neighborhood HOAs) that may be able to assist in external communication regarding the Comprehensive Plan and Master Parks/Trails Plan, public meetings, or other ways to engage citizens and stakeholders in the process. Members of these groups should be members of the Comprehensive Plan Advisory Committee (CPAC) described in Task 7. The Community Involvement Plan will specify the level of resources to be provided for these activities by the project team and by the City staff.



Task 6 – State of the City Input Sessions

6.1 – City Staff Work Session (Half-Day) – Using the synthesis of knowledge gained during completion of previous tasks, our team will conduct a facilitated work session with City staff to develop a set of criteria by which key community assets will be classified into those that will remain, those that will be enhanced, and those that will be subject to detailed

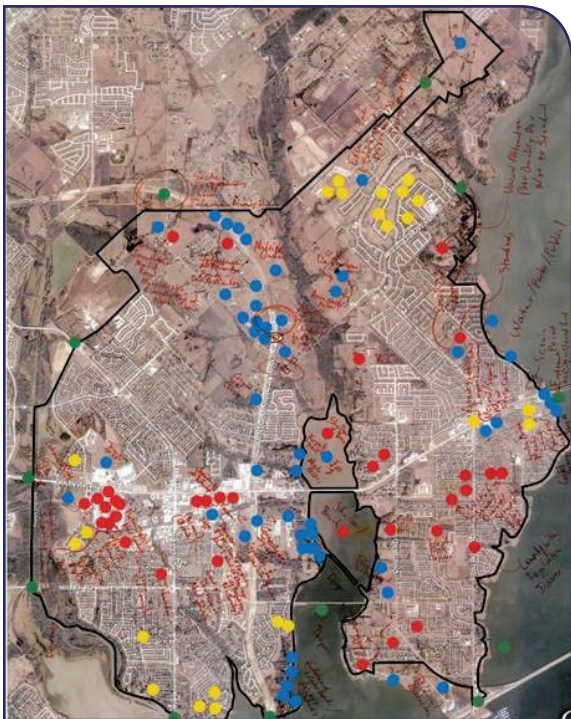
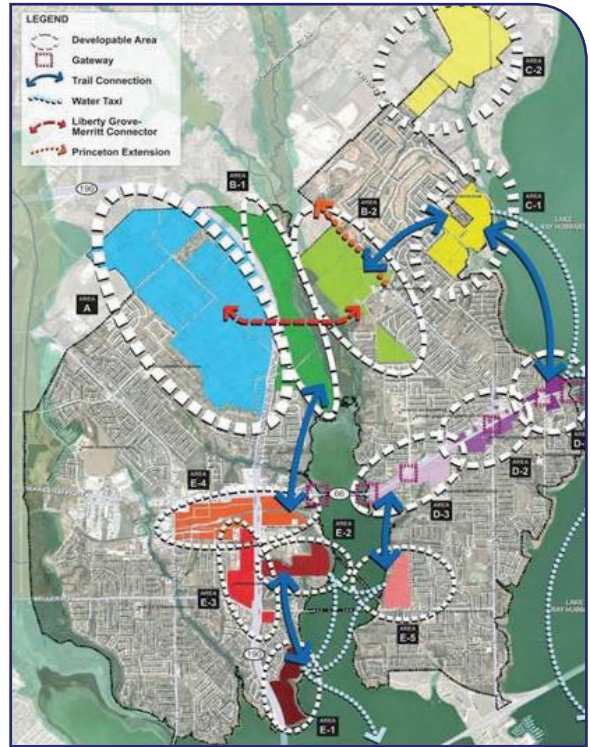


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review as strategic opportunity areas. Criteria will include fiscal considerations, potential social impacts, capital investments required, and other factors that may be identified during the discussion. The team will also work with City staff to identify a preliminary set of strategic issues and preliminary development directions for strategic opportunity areas within the City based upon the analyses conducted in the previous tasks. The information developed in this meeting will form the basis for initial engagement of the community and key stakeholders.

The City staff work session will be held in a facility arranged by the City, and City staff will be responsible for notifying City participants. The project team will develop the agenda for the meeting, prepare necessary materials, and facilitate the discussions with meeting participants.

6.2 – CPAC State of the City Workshop and Introduction to Planning (Half-Day) – At the conclusion of the Phase II – State of the City evaluation, the Project Team will brief the CPAC (see Task 7) on the planning process, community involvement approach, existing conditions, and the recommended next steps in the planning process. At the State of the City Workshop the participants will be given the book *Walkable City Rules* and/or articles relevant to the initiative to read to make sure the CPAC will have a common foundation of understanding as they move through the process. It is recommended that the reading materials are coordinated with the work plan timeline to make sure CPAC members' level of understanding is coherent with the meetings they are attending. It is planned that Task 6.1 and 6.2 will occur on the same day.



Task 7 – Community Involvement

7.1 – CPAC Meetings (Up to three meetings, in addition to State of the City) – The CPAC (to be appointed by City Council prior to kick-off) will serve as a review, input, and directional body for the Comprehensive Plan and Master Parks/Trails Plan throughout the planning process, with the initial meeting to occur during Task 2. Our team will meet with the CPAC at key points during the planning process to present topical materials for committee background, discuss critical issues related to the development of the comprehensive plan, and obtain feedback and direction from the Committee. The City will be responsible for providing a venue for the committee meetings and notifying committee members of meeting dates and times. We will provide agendas and materials for facilitated discussion at each meeting.

7.2 – Web-Based Engagement – The internet and other online tools are increasingly important forms of communication. For this project, the website or webpage will be designed and hosted by the City to make information available more broadly (to anyone who chooses to



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go online), more conveniently (whenever someone is online or connected), and with more flexibility (by using a variety of online and social networking tools). The project team will provide (on a monthly basis) content to the City for use in online engagement or social media, such as Facebook. Public meeting materials will be prepared that can be easily uploaded to the City's website.

Before the first community event, our team will create a Metroquest survey to disseminate to the community. The feedback will be gathered early to help guide the recommendations developed throughout the planning process. Our team intends to utilize *The Corinth Connection* as well as any active mailing lists that the City has for organizations to get the word out on the survey and community events schedule.

7.3 – Community Event Preparation – The project team will plan the specific agenda, format and activities related to the Community Workshop, prepare background presentations and meeting exhibits, and prepare the tools to be used during the Workshop, including keypad polling and interactive small group exercises. All materials and activities will be closely coordinated with City staff prior to public presentation.

7.4 – Community Event – Preliminary Plan Direction – A Community Workshop will be scheduled at a key point during the planning process. The meeting will be advertised on the City / project website, through email messaging and social media via *The Corinth Connection* and other available City channels, such as flyers at public buildings, inserts in utility bills, and messaging through other City platforms. The City will also be responsible for securing a venue for the event and our team will be responsible for all meeting content. Outreach, invitations, and announcements about the Community Charrette will be distributed according to the roles defined in the Community Engagement Plan. Participation by Corinth ISD students could also be incorporated in this session, if desired, to garner interest in the community. The messaging will be neighborhood specific to go beyond the traditional methods of receiving public interest and participation.



The purpose of the workshop is to get feedback from the community about their aspirations for the future of Corinth. This input will guide potential vision statements for the City, will influence future policy and strategy discussions, and will provide strategic direction for the comprehensive plan.

7.5 – Community Event Results – Results from the Community Workshop will be documented in presentation materials and provided to the City for their use in web-based applications that will allow the public to weigh-in on the future vision for Corinth. The resulting materials will include:

- Presentations summarizing key conclusions
- Results of any polling and surveys
- Draft statements of the Vision and overall Guiding Principles that will inform the Comprehensive Plan and its detailed elements



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Task 8 – Draft Comprehensive Plan Components

The project team will work with the City to develop a plan that is comprehensive and integrates the components below. The City may wish to consider each of these components in the context of assets of the City of Corinth and services that they provide the community. Our team will prepare a draft plan outline and draft individual sections for CPAC input and staff review and comments.

8.1 – Land Use Strategy – The team will develop a Future Land Use Plan, document any changes or additions to land use categories and definitions to accommodate the vision, update the anticipated population growth and capacity, and develop land use policies. The Land Use Strategy will include planning for open space / green belts in coordination with the Parks and Trails Master Plan.

8.2 – Neighborhood Assessment and Housing Strategy – Strategies for housing to provide a sufficient quantity and quality of housing include an assessment of the current housing market and long-term recommendations for neighborhood preservation, infill development, redevelopment, and new development. Strategies and recommendations must account for the likelihood of Corinth becoming “built-out” within the next 10 years. This housing sub-task will work to document real-time data for this analysis, to illustrate both where Corinth has been (to validate assumptions) and to show how Corinth may want to take advantage of market trends (depicted in future area plans).

8.3 – Mobility Strategy – The mobility component will add detail related to the specific transportation elements such as updates to the City’s Master Thoroughfare Plan, multi-modal street design, and pedestrian and bicycle integration.

Our team will identify potential multi-modal street corridors that follow context-sensitive design to integrate multiple modes.

8.4 – Park, Open Space, and Trail Strategy – Following the initial analysis of the existing parks and trails network and engagement with residents, our team will identify potential and feasible park and trail improvements for the City of Corinth. By identifying levels of satisfaction through the community and any facility shortfalls or oversupply, we will be able to clearly communicate the needs and develop the plan for park and trail implementation over the next several years. A direct focus will be on existing spaces, planned future areas and the means by which people will connect via trails or other mobility connections.

8.5 – Other Infrastructure Strategy – Based upon the preferred land use vision for the community, the Project Team will directly coordinate with City Staff to identify policy direction (goals and guiding principles) for use in implementing the Capital Improvement Plan (CIP) to realize a clear focus for staff to prioritize in coordination with the Comprehensive Plan and Master Parks/Trails Plan.

PHASE III – Implementation and Adoption

Task 9 – Implementation Plan

9.1 – Implementation Strategies – Based on feedback from the draft Comprehensive Plan elements and based on priorities identified, we will prepare a matrix that identifies specific short-, medium-, and long-term implementation actions and strategies, responsible parties, supporting parties, time frames, and potential funding sources for the goals associated with each Vision Plan element, along with recommendations related to additional studies that should be undertaken by the City. Implementation will need to be prioritized based on how best a project or an implementation task can achieve multiple Comprehensive Plan goals. Certain actions will need to be put in motion early since they take longer to come to fruition (i.e., legislative reform). In addition, certain goals may need to be advanced during a specific time frame in order to avoid missing a market opportunity. Finally, the goals will need to be flexible enough to respond to certain strategic initiatives that might present themselves (i.e., private investment in a catalyst area). The implementation will focus on feasible items and not a list of 100+ items.



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9.2 – Comprehensive Plan Documentation – The project team will create a Final Plan document incorporating staff and CPAC input. The plan will be prepared utilizing the preferred platform of the City and will be provided to the City as final deliverables, per City specifications, and subject to staff review and approval. Kimley-Horn will provide the resulting files to the City upon completion of the project.

9.3 – Park and Trail Implementation – This task will focus on the prioritization of projects and explore methods of funding the recommended park and trail improvements. Prioritization varies between communities. Our team will use National Recreation and Parks Association (NRPA) guidelines, staff needs, and community desires to develop a prioritized list that is specially designed for the City of Corinth. Our team includes parks and recreational professionals who have worked with other communities to develop implementable plans that have been implemented within five to ten years. Our team will clearly identify realistic projects and develop estimated project costs for implementation in the first through fifth years, within five and ten years, and for longer than ten years. Our initial recommendations will be developed in an effort to achieve the top priorities identified in the plan and promote linkage throughout the City, which should maximize the potential scoring when applying for Texas Parks and Wildlife Outdoor Recreation and Trails grants. Funding the projects will be the next key step in implementation, and our team can assist the City of Corinth in the same way we have assisted other communities with identifying grant opportunities, developing site-specific visualizations for bond election materials or developing project planning sheets for implementation as a Capital Improvement Project.

9.4 – Joint Work Session – CPAC, Planning & Zoning Commission, City Council – In an effort to coordinate and consolidate efforts for adoption by the end of the year, a concerted effort for input and comments will be initiated for the three participating groups:

- The CPAC will support conversation by sharing their experiences through the discussion.
- Planning and Zoning Commission and City Council will be encouraged to ask direct questions and provide comments to the consultant team for discussion. This is typically held in a roundtable environment to make sure that all participants are on equal footing, rather than Council sitting behind the dais giving direction.
- City staff will be needed to help review and distributing materials prior to meetings and to help ensure all aspects of open meetings are accomplished. Staff will also assist in securing a location for the event. Our team will bring all content for the meeting for a presentation, facilitated discussion, and subsequent open house discussion.

9.5 – Fiscal Impact Assessment of Future Area Plans – A detailed analysis of the fiscal impacts due to scenarios prepared for Future Area Plans will be prepared for inclusion in the document. Though the documents will not recommend a path, they will illustrate the financial impacts of various development patterns within remaining developable land in the City. A cost return on investment will be coupled with the fiscal impacts to show the value return of public improvements needed to catalyze the development, if the City chooses to do so.

Task 10 – Comprehensive Plan Adoption

10.1 – Planning and Zoning Commission Recommendation – One representative of the project team will present the Comprehensive Plan elements to the Corinth Planning & Zoning Commission in a public hearing for community and Commission comment. We will incorporate any additional Commission comments into the final Comprehensive Plan prior to presentation to the City Council.

10.2 – City Council Adoption – One representative of the project team will present the Final Comprehensive Vision Plan to the Corinth City Council at a public hearing and adoption. If a second meeting is required for adoption of the plans, it is anticipated City staff will handle the second Council Meeting. Any subsequent changes by the Corinth City Council will be incorporated into the final Comprehensive Plan and Master Parks/Trails Master Plan documents.


ADDENDUM #1

Addendum to be returned with Proposal

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

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

This form shall be signed and returned with your proposal.

Name: Kevin Hoppers
Signature: 
Company: Kimley-Horn and Associates, Inc.
Title: Vice President/Authorized Signer
Date: April 25, 2019

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SUBMITTAL EXCEPTION FORM

THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR PROPOSAL

Any exceptions to the RFQ (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.

We reserve the right to discuss contract language changes with the City during negotiations.


Exceptions to the Sample Contract:

Section 3 - We recommend adding "However, times for performance shall be extended as necessary, and neither party shall have liability or be deemed in breach due to delays caused by any factor outside of the party's reasonable control."

Section 6.12 - We recommend adding "to the extent" before "which" and deleting "in any way" and "related to."

We also recommend replacing "or" with "and"; "Consultant's performance and the intentional wrongful acts or negligent acts..."

There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the City may not accept additional exceptions after final submission of this proposal.


Signature

Kimley-Horn and Associates, Inc.
Company

4/25/2019
Date

No exceptions are taken to this solicitation.

Signature

Company

Date

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FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

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

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

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

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

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

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

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

N/A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Kimley-Horn and Associates, Inc.
 Dallas, TX United States

Certificate Number:
 2019-479548

Date Filed:
 04/22/2019

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 1123
 Comprehensive Plan Update and Master Parks/Trails Plan

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Schiller, Mike	Dallas, TX United States	X	
	Wilson, Mark	Dallas, TX United States	X	
	Atz, John	Dallas, TX United States	X	
	Peed, Brooks	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

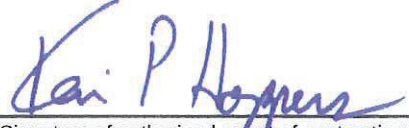
6 UNSWORN DECLARATION

My name is Kevin Hoppers, and my date of birth is 03/12/1975.

My address is 13455 Noel Road, Suite 700, Dallas, TX, 75240, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 22 day of April, 2019.
(month) (year)



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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Kimley-Horn and Associates, Inc.

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

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

N/A

Name of Officer

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

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

Yes No N/A

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

Yes No N/A

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

N/A

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

7


Signature of vendor doing business with the governmental entity

4/25/2019
Date

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VENDOR REFERENCES

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

REFERENCE

GOVERNMENT/COMPANY NAME: City of Sachse
LOCATION: Sachse, TX
CONTACT PERSON AND TITLE: Dusty McAfee, Former Development Director
TELEPHONE NUMBER: 972.382.4885
SCOPE OF WORK: Comprehensive Plan and Zoning Ordinance Updates (see SOQ)
CONTRACT PERIOD: May 2016 - March 2017; May 2017 - December 2017

REFERENCE

GOVERNMENT/COMPANY NAME: City of McKinney
LOCATION: McKinney, TX
CONTACT PERSON AND TITLE: Jennifer Arnold, Planning Manager
TELEPHONE NUMBER: 972.547.7415
SCOPE OF WORK: Comprehensive Plan (see SOQ)
CONTRACT PERIOD: July 2015 - October 2018

REFERENCE

GOVERNMENT/COMPANY NAME: City of Fort Worth
LOCATION: Fort Worth, TX
CONTACT PERSON AND TITLE: Julie Ryan, Senior Planner
TELEPHONE NUMBER: 817.392.2593
SCOPE OF WORK: Citywide Active Transportation Plan (see SOQ)
CONTRACT PERIOD: January 2018 - April 2019

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CERTIFICATION FORM

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

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
8. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
9. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
10. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
11. The undersigned understands they are responsible for monitoring the City of Corinth's website at <https://www.cityofcorinth.com/Bids.aspx> to ensure they have downloaded and signed all addenda required for submission with their response.
12. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

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


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

Company Name: Kimley-Horn and Associates, Inc.

Principal Place of Business Address, City, State, Zip: 801 Cherry Street, Unit 11, Suite 1300, Fort Worth, TX 76102

Principal Place of Business Phone Number: 817.335.6511 Fax Number: 972.239.3820

AUTHORIZED REPRESENTATIVE:


Signature

Kevin Hoppers

Printed Name

kevin.hoppers@kimley-horn.com

Email Address

April 25, 2019

Date

Vice President/Authorized Signer

Title

972.770.1307

Phone