



*** PUBLIC NOTICE ***

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

**Thursday, January 24, 2019, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Receive a presentation, hold a discussion, and provide staff direction on the Communication Strategic Plan.
2. Receive a presentation, hold a discussion, and provide staff direction on the 2019 Bond Sell.
3. Briefing and Comments on Cambodia Trip.
4. Discuss Regular Meeting Items on Special 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".

PRESENTATION:

1. Receive a presentation and hold a discussion on the Community Waste Disposal Annual Review.

CONSENT AGENDA

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

2. Consider and Act on a proposal from Gexa Energy Solutions, LLC. to replace all lights in City Hall with energy-efficient LED lighting.
3. Consider and act on the approval of an Interlocal Agreement with the City of Lake Dallas for cooperative purchasing.
4. Consider and act on the approval of an Interlocal Agreement with the Town of Hickory Creek for cooperative purchasing.
5. Consider and act on the approval of an Interlocal Agreement with the Town of Shady Shores for cooperative purchasing.

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

6. Consider and adopt a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street, waterworks and sewer system and municipal drainage improvements; and resolving other matters relating to the subject.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

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

a. MCM Contract for Lake Sharon Roadway Extension.

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

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

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

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.

7. Consider and act on an MCM Agreed Termination and Release for Lake Sharon Project.

ADJOURN:

Posted this ____ day of _____, 2019 at ____ 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: 01/24/2019
Title: Communication Strategic Plan
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Receive a presentation, hold a discussion, and provide staff direction on the Communication Strategic Plan.

AGENDA ITEM SUMMARY/BACKGROUND

City staff have been working with Slate Communications to create a communications plan to enhance transparency and communication methods with residents. Based out of Fort Collins, CO Slate specializes in communication, public engagement and graphic design for local governments.

The Communications Plan provides a framework for communication methods that can be implemented by staff. Recommendations are unique to Corinth and were developed through the following process:

- Review and audit of existing communication methods
- Meetings with staff and local stakeholder to better understand the community, what resonates with residents and hot communication topics
- Online community survey to gauge communication preferences
- Identify key audience segments and characteristics
- Establish communication goals, objectives and priorities
- Develop foundational messaging
- Create unique communication strategies, tactics and process to fit Corinth's needs

Implementation for the plan has been outlined by level of priority for City staff to ensure that new communication methods are implemented in a manageable fashion.

Through the Communications Plan, a few key outcomes were established that City staff and Slate have begun working on beyond the plan.

Ambassador Program – To help achieve goals around transparency and communication, the City will begin a Communications Ambassador program to share City information through a grassroots, word-of-mouth strategy. The program will include up to 12 voluntary ambassadors that will be kept informed on City happenings and be expected share information through their HOA's and other networks.

Brand Development – To help Corinth better tell its story, City staff have been working with Slate to refresh the City's brand through new logo options, consistent collateral and brand messages. This type of consistency can enforce the City's identity and help residents understand when a piece of communication is coming from the City.

RECOMMENDATION

Staff recommends placing the Communication Strategic Plan on the February 7, 2019 Council agenda for approval.

Attachments

Presentation

Communication Plan

CITY OF CORINTH

COMMUNICATIONS UPDATE

slate

COMMUNICATIONS

CITY OF CORINTH

COMMUNICATIONS PLAN

PLAN PROCESS

- Review & audit
- Meet with staff & stakeholders
- Conduct online community survey
- Identify of key audiences
- Establish goals, objectives & priorities
- Create unique strategies, tactics & processes

CITY OF CORINTH

COMMUNICATION PRIORITIES

COMMUNICATION PRIORITIES

- Transparency & accountability
- Timely & accurate information
- Public engagement
- Tell our story

TRANSPARENCY & ACCOUNTABILITY

- Report accomplishments & challenges
- Share early & often
- Develop specific information campaigns for hot topics

TIMELY & ACCURATE INFORMATION

- Present information according to citizen needs
- Communicate in a manner that is convenient, timely and easily accessible
- Employ multi-media and multi-level approach
- Increase accurate, comprehensive media coverage

PUBLIC ENGAGEMENT

- Use interactive & non-traditional approaches
- Leverage local partnerships
- Develop creative engagement practice to fit with resident demographics
- Create thorough summaries of feedback

TELL OUR STORY

- Develop consistent messaging to build brand
- Build momentum around admirable community qualities
- Foster sense of community
- Support economic development activities

TOP COMMUNICATION TOPICS

- Growth & economic development
- Vision & comprehensive planning
- Special events
- Police & public safety
- Infrastructure & public works

CITY OF CORINTH

AMBASSADOR PROGRAM

PROGRAM OVERVIEW

- 12 voluntary Communication Ambassadors
- Must have lived in Corinth for at least 1 year
- Chosen through application process
- Bi-monthly Communication Workshops
- Share City info through social media, HOA, word of mouth, etc.

CITY OF CORINTH

BRAND DEVELOPMENT

DIRECTION

Build upon the current brand by creating a unique and timeless logo honoring the City and Texas that also resonates with the wide demographic and close-knit community.

PAIN POINTS

Current logo is dated

Brand is not versatile for different communication media

Logo appears to resemble a sports team's logo

Current logo speaks more to Texas than the City

CREATIVE DIRECTION

COMMUNITY
PRIDE

SAFE

BOLD

VIBRANT

MULTI-
GENERATIONAL

EMERGING
CITY

STABLE

QUALITY

BEDROOM
COMMUNITY

TRADITIONAL

COLORS

ENERGY
•
STRENGTH

TRUST
•
STABILITY

COMFORTABLE
•
NATURAL



CORINTH

T E X A S







CITY OF

CORINTH

T E X A S





1



2





CITY OF CORINTH

COMMUNICATIONS PLAN



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1. DISCOVERY REPORT

KEY TAKEAWAYS

1

Lack of community gathering spaces and the Corinth city lines make it complicated for communication and engagement



2

The commuting nature of Corinth residents means that they have limited time to pay attention to City news



3

The generation shift of Corinth residents results in two distinct groups with different wants and needs



4

Communication is a new focus for the City organization, so no solid procedures and policies are in place



5

Residents care most when they understand how a topic or issue relates back to their lives



AUDIT OF EXISTING MATERIALS & DATA

Slate Communications conducted an examination of communication tools and materials currently used by the City of Corinth. This helps us understand how the City is communicating with residents and where improvements can be made. Evaluations are based on printed materials provided and digital communication tools, including social media and the website. Any available data was also examined to gain insights on residents interact with the different communication outlets.



WEBSITE

The City of Corinth website is an important resource for residents to find information. Many of the most frequently used actions are featured on the homepage for easy access. However, navigation menus can be cumbersome to sort through, especially when items aren't listed alphabetically. Most pages have content that's current and skimmable, but incorporating visuals and formatting updates could be beneficial.



SOCIAL MEDIA

The City, Police, and Fire Departments have their own Twitter and Facebook accounts. While the Fire Department is fairly inactive, the City and Police Department accounts post consistently with photos and links. Community-focused stories and photos do especially well on these channels. It is appropriate for these departments to have separate social media accounts, however careful consideration should be taken before other City departments are allowed to start their own accounts, and there is no policy to provide guidance.



MATERIALS FOR RESIDENTS

External communications with residents don't have a consistent identity – they lack a cohesive voice, design and branding that builds familiarity and trust. There's an opportunity to create strong visual materials for residents, whether it's for regular communications or special materials to explain complex City issues.



CONSISTENCY

The City does a good job posting frequently on social media, but newsletters and eblasts should also be sent out on a consistent basis. The City Manager Reports are fairly new, so it would be beneficial to determine a consistent monthly schedule for their release.

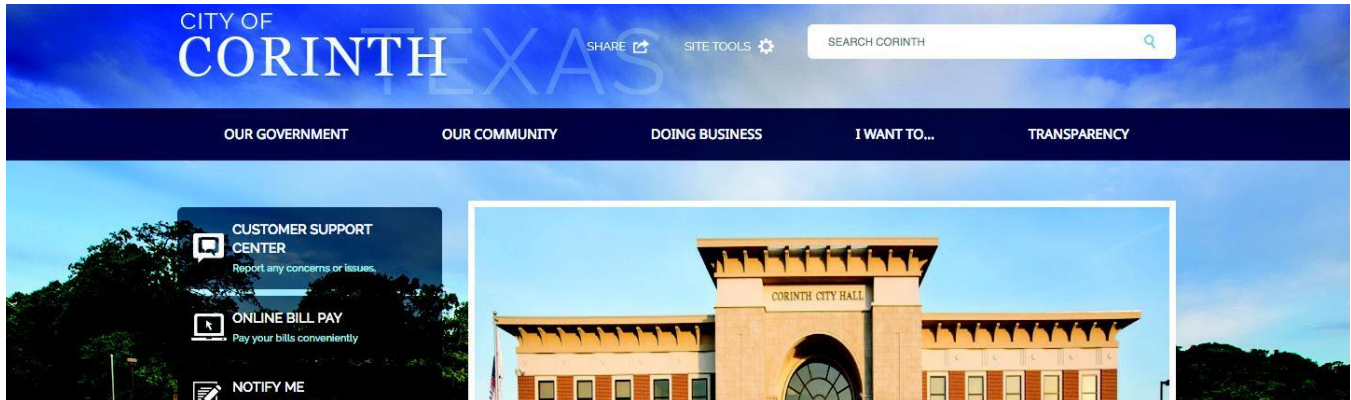


PARTNER COORDINATION

The City is able to work closely with some local partners to increase the reach of information, but there is room for improvement. Sharing information through these different organizations can help get the message to people who many not currently be engaged with the City.

RELEVANT DATA

WEBSITE



TOP CUSTOMER RELATIONS TOPICS:

- Ask a question
- Water leaks & utilities issues
- Code violations such as high grass, weeds, trash, tree limbs
- Inappropriately parked vehicles
- Infrastructure repairs
- Open records requests

TOP VISITED WEBPAGES:

- Utility billing
- Police department
- Special events
- Municipal court
- Facilities
- Form center
- Planning & development
- Customer support
- Construction updates
- How to pay Municipal Court

158K
UNIQUE PAGE VIEWS
(OCT. 2017 - MAY 2018)



MOST CLICKED PAGES IN SEARCH RESULTS:

- Document center
- Form center
- Planning & development
- FAQ
- Police
- Customer support

SOCIAL MEDIA



City of Corinth
Community
Relations
@CityofCorinth

Home

About



Like Follow Share ...

CITY TWITTER:

- 498 followers
- Post several times a week
- Averages 3-5 engagements per tweet
- Photos and community news receive highest engagement



OF INTERACTIONS
ON SOCIAL
MEDIA WERE
POSITIVE
(APRIL 2018)

CITY FACEBOOK:

- 846 followers
- Post daily (sometimes several times a day)
- Average 15 engagements per post
- Photos and community news receive highest engagement

LAKE CITIES FIRE DEPARTMENT TWITTER:

- 401 followers
- Retweets other posts every few days with a long break between February and April in 2018
- Little original content posted
- May need to re-evaluate if the account is necessary

POLICE TWITTER:

- 244 followers
- Tweets are protected and can only be viewed by approved followers

LAKE CITIES FIRE DEPARTMENT FACEBOOK:

- 837 followers
- Reposts from other accounts every few days
- Some original posts about emergency updates; these get good engagement

POLICE FACEBOOK:

- 41,887 followers
- Post almost daily
- Average 145 engagements per post
- Does a great job posting images and community stories that receive high engagement

STAFF & STAKEHOLDER INTERVIEWS

Slate Communications conducted a series of interviews with Corinth city staff and stakeholders. During these in-person meetings, discussions were focused on how the City currently communicates with residents, and the challenges and opportunities that are present. From these interviews, primary themes emerged.

ABOUT THE COMMUNITY:

- Community is mostly made up of neighborhoods, there is no downtown or other gathering area
- People live but don't work in Corinth
- Heavy residential as opposed to commercial development
- City lines sometimes split neighborhoods, development areas, etc. – very close to several other suburbs
- Population split between older generation and young families – different groups have different ideas/preferences
 - » Older generation tends to be stuck in old ways and very vocal
 - » Younger generation open to new ideas, but too busy to engage

CURRENT COMMUNICATIONS:

- Recent shift within organization to have larger focus on communications
- Organization has had trouble with residents not being engaged, even when something is communicated clearly
- One person manages social media, website, media relations, weekly update emails, etc. in addition to other high-level, high priority duties
- Social media tends to work the best, especially for Police; have informal social media policy
- Events very successful for engagement
- One-on-one conversations with businesses work well
- Departments work through a central source when they need to share information, but don't have a formal process

IDEAS FOR THE FUTURE:

- Working to establish presence on NextDoor with Police department
- Find group of residents to act as "cheerleaders" and help spread information
- Go "old school" with printed and mailed materials
- Residents are most interested in how issues relate to their lives
- Create a stronger identity for the community
- Ensure communication is relevant and consistent

COMMUNITY TOUCH POINTS:

- Message board in front of City Hall
- Some strong HOA's
- Churches
- Schools – have good relationship with school districts
- Two newspapers
- Coming soon: system to email utility customers
- Chamber of Commerce

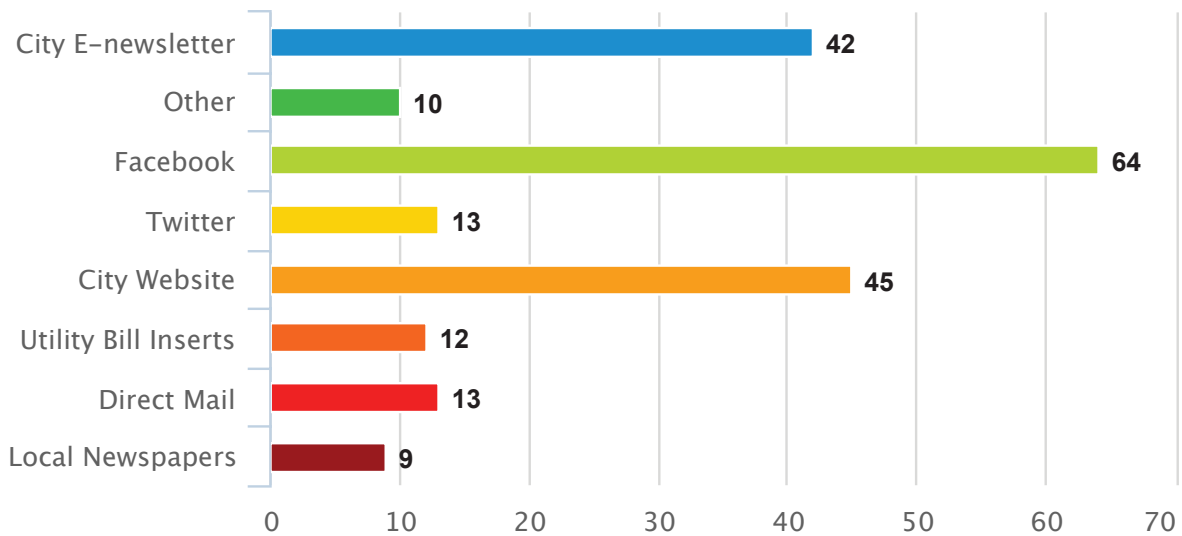
HOT COMMUNICATION TOPICS:

- Increase in water rates
- Development and Buc-ee's missed opportunity
- Broadband and slow Internet connections

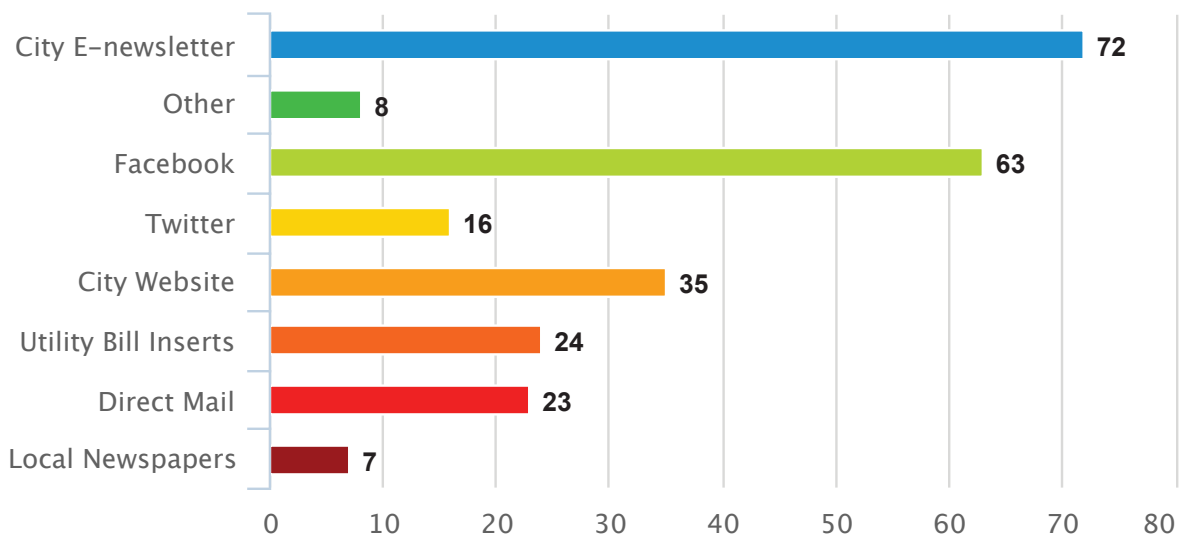
COMMUNITY SURVEY RESULTS

To better understand the communication preferences of Corinth residents, a short survey was put out to the community through the website and social media. A total of 106 responses were collected, enough to see trends emerge.

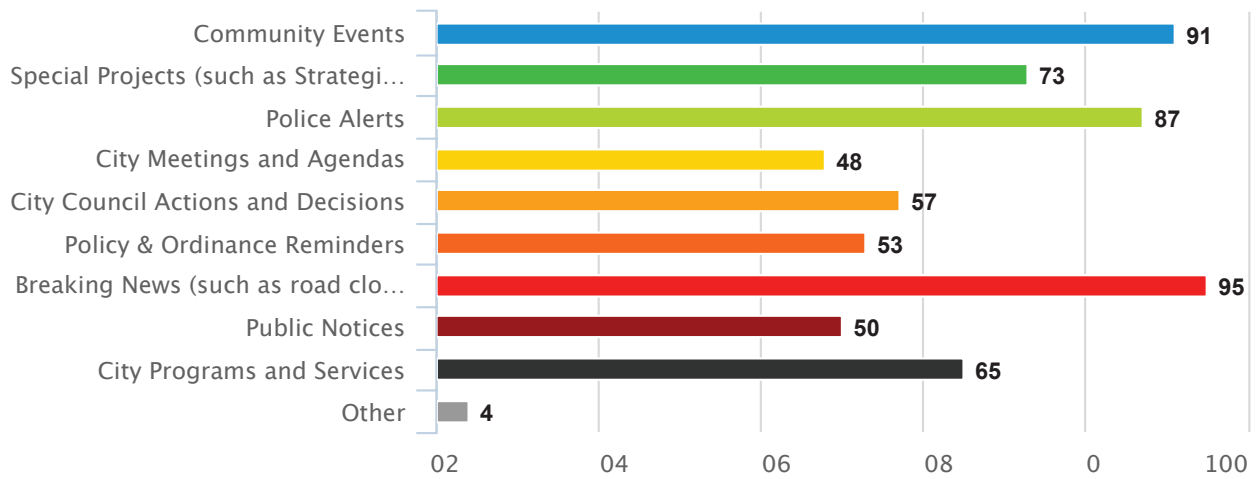
HOW DO YOU CURRENTLY RECEIVE CITY INFORMATION?



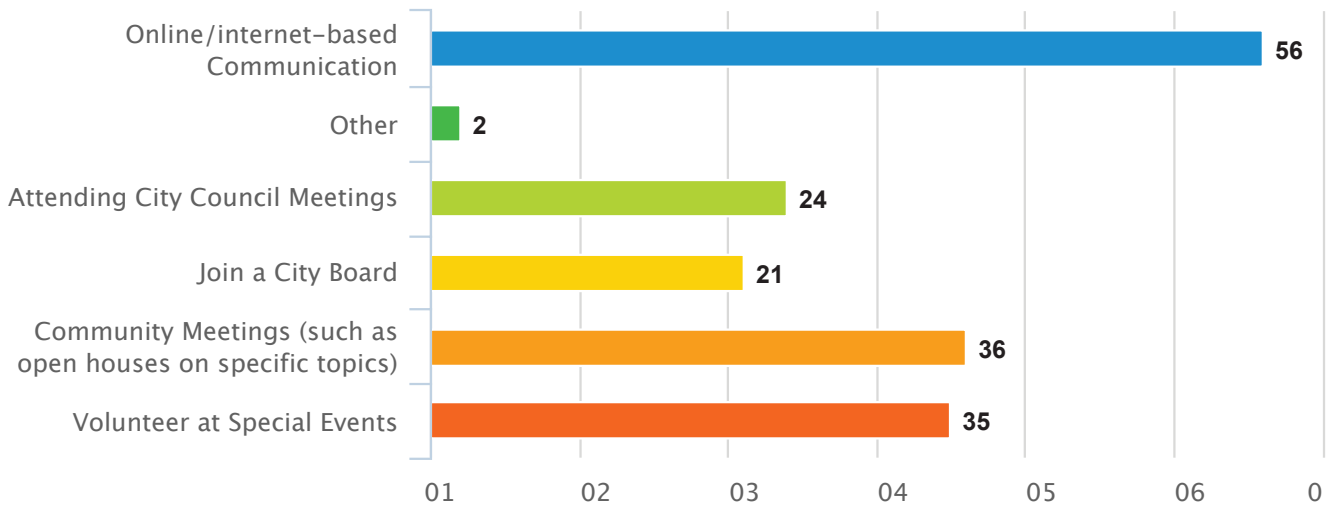
HOW WOULD YOU PREFER TO RECEIVE CITY INFORMATION?



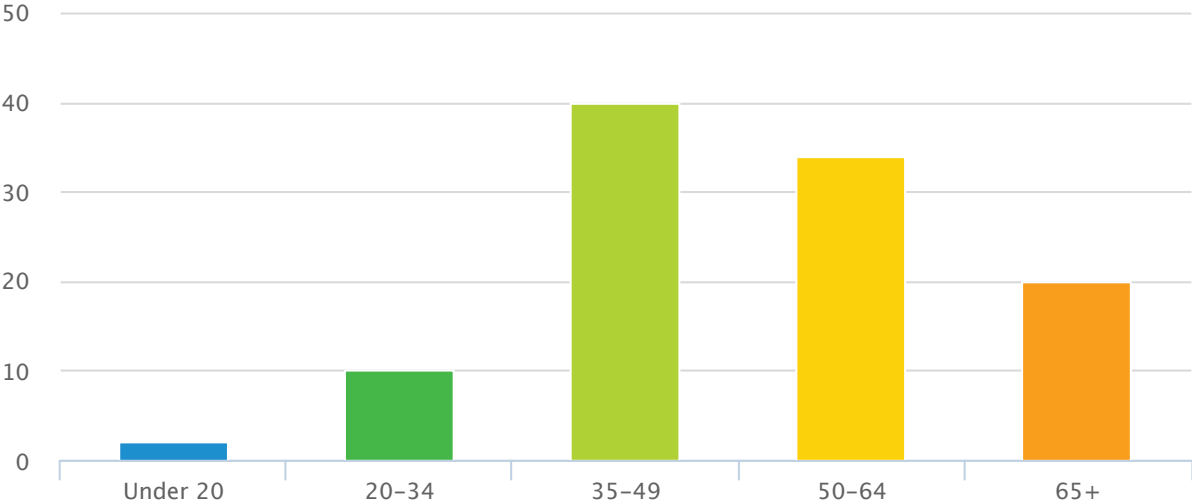
WHAT TYPES OF INFORMATION ARE YOU MOST INTERESTED IN?



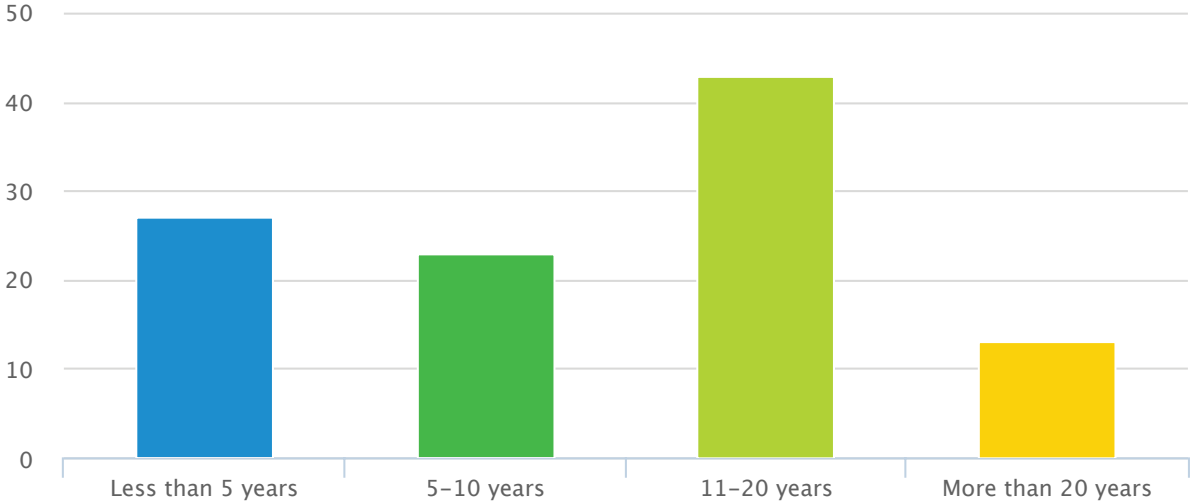
IF YOU WANTED TO BE MORE INVOLVED WITH THE CITY OF CORINTH, HOW WOULD YOU PARTICIPATE?



WHAT IS YOUR AGE?



HOW LONG HAVE YOU LIVED IN CORINTH?



OTHER COMMENTS

It would be great to see the city have a dedicated mobile app. Would likely be easier to consume news and communications.

It would be nice if there were a quick and easy way to find out about new construction and road closures.

Let residents know about any discussions of what new developments might be coming to the area.

Please put a little more information out about things happening in the city. An email once in a while is not good communication.

My family and I moved to Corinth in cot. 2017. We are not aware of an e-newsletter.

I think communication is fine. You all communicate a lot more than other municipalities.

SWOT ANALYSIS

STRENGTHS:

- Organization commitment to communications
- Residents starting to become more open to new ideas
- Strong following on social media channels
- Successful (but limited) event engagement



WEAKNESSES:

- Current lack of engagement from residents
- Those making their voices heard are not fully representing the opinions of residents but influence Council decisions
- No strong community gathering place to bring people together
- Commuting nature of the community means residents have little time outside of work and family



OPPORTUNITIES:

- Create a consistent identity to increase awareness of the City organization and services
- Development of solid communication process so all departments can get their information out
- Reaching people where they are with information in facilities, through social groups, etc.
- Help residents understand how City programs and policies impact their individual lives



THREATS:

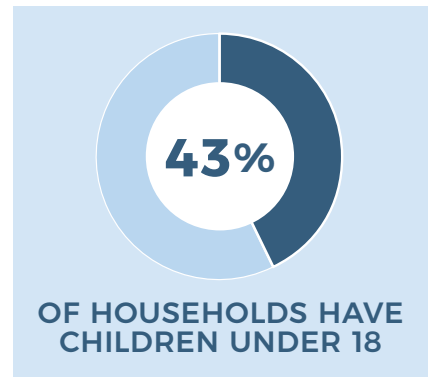
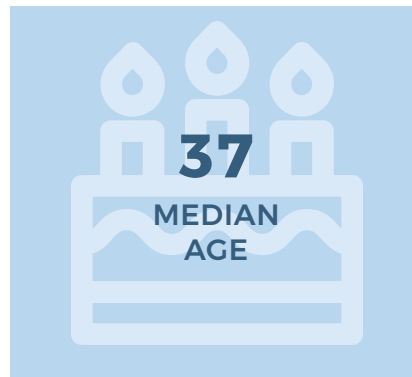
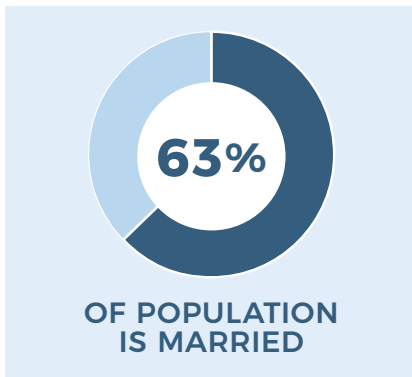
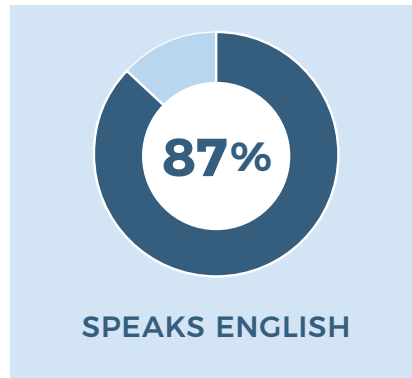
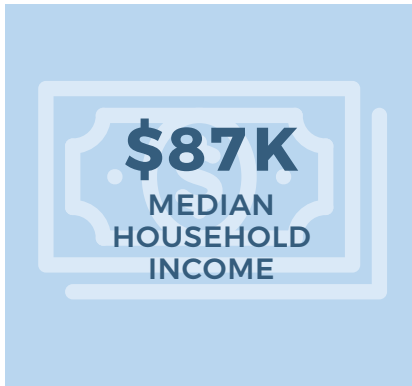
- Issues with development
- Negative residents continuing to have the loudest voices to influence Council
- Busy families lack the time and capacity to engage with local government





2. AUDIENCES

BY THE NUMBERS



AGE BREAKDOWN



28% UNDER 18

19% 45-54

15% 35-44

13% 25-34

10% 55-64

9% 65+

6% 18-24

AUDIENCE CHARACTERISTICS & PREFERENCES

Corinth has a distinct split between older residents, more traditional residents (Baby Boomers) and the younger families (Millennials). Members of Generation X span between both of the resident categories. These groups have unique characteristics and preferences on how they receive information.

BABY BOOMERS – 54-72 YEARS OLD

CHARACTERISTICS:

- Have expendable income to use on luxury items and travel
- Social: are members of associations, charities, non-profits, etc.
- Health conscious
- Plan to continue working and expand into “active retirement”
- Value family, individuality, and self-fulfillment

COMMUNICATION & CONSUMER BEHAVIOR:

- Tech savvy and utilize social media frequently
- Prefer more information and transparency
- Like the convenience and customization of the Internet
- Like to feel they are contributing to a greater cause
- Like information presented in terms of categories and options (i.e., simple facts with which to make decisions)
- Prefer face-to-face interactions or phone calls



TOOLS:

- Facebook
- Website content
- In person events
- Direct mail
- Newspapers

GENERATION X – 38-53 YEARS OLD

CHARACTERISTICS:

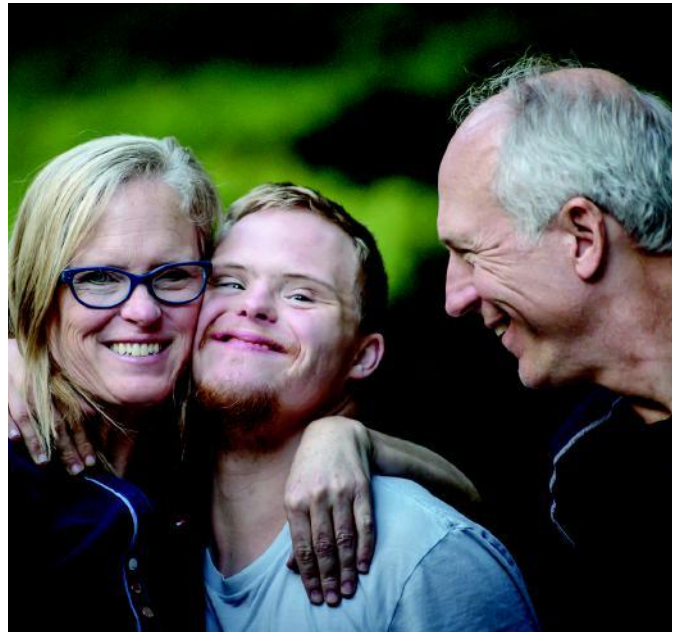
- Highly adaptable to change
- Tend to distrust authority and large institutions
- Resourceful, independent, and self-sufficient
- Value work-life balance, and are family-focused
- Saving money is a big priority, and then tend to play it safe

COMMUNICATION & CONSUMER BEHAVIOR:

- Grew up in a world without social media, but have adapted to it
- Email is a preferred mode of communication
- The only generation who regularly consumes advertising and marketing messages from all key media channels including social media, mobile, and cable
- Like initiatives that will make things more useful and practical
- Prefer an informal communication style and are skeptical of modern advertising

TOOLS:

- Facebook
- Instagram
- Website Content
- Email/e-newsletters
- In person events



MILLENNIALS – 22-37 YEARS OLD

CHARACTERISTICS:

- Depend on technology, with mobile technology closest to their hearts
- Considered the social generation, they value teamwork and collaboration
- Want to have fun and are always looking for an adventure
- Want to make a difference in the world, and are cause-oriented
- Used to multitasking and juggling multiple conversations

COMMUNICATION & CONSUMER BEHAVIOR:

- Digital natives that are used to having access to large amount of information at their finger tips
- Prefer to receive information electronically, and use social media to communicate
- Respond to content that is conversational and authentic
- Expect speed, convenience, and flexibility
- React strongly to real-life examples, and favor the truth and what's real
- Peers often guide produce and brand choices

TOOLS:

- Any and all social media platforms
- Short format videos featuring human stories
- Online resources and websites
- Emails/e-newsletters
- Texting conversations/push notifications
- In person events





3. COMMUNICATION PRIORITIES

The priorities identified serve as the overarching goals of this communications plan. Each priority is followed by strategies and actionable tactics that can create a more effective local government.

PRIORITY #1:

TRANSPARENCY & ACCOUNTABILITY

Citizens perceive the City as an open, credible, and responsible organization

PRIORITY #2:

TIMELY & ACCURATE INFORMATION

Accurate, nonbiased information is provided to residents in a timely manner

PRIORITY #3:

PUBLIC ENGAGEMENT

Communication between residents and the City is two-way; residents understand their input is valued and used in decisions

PRIORITY #4:

TELL OUR STORY

Define and develop a community identity, and promote the community's unique characteristics



4. STRATEGIES & TACTICS

The priorities identified serve as the overarching goals of this communications plan. Each priority is followed by strategies and actionable tactics that can create a more effective local government.

PRIORITY #1:

TRANSPARENCY & ACCOUNTABILITY

Citizens perceive the City as an open, credible, and responsible organization

STRATEGIES

REPORT ACCOMPLISHMENTS AND CHALLENGES BOTH ACCURATELY AND OPENLY.

Citizens will see the City as more credible if both positive and negative results are reported.

SHARE EARLY AND OFTEN.

For large projects and programs, bring residents along throughout the entire process. Share information as early as possible and keep residents informed of updates until completion.

DEVELOP INFORMATION CAMPAIGNS SHARING SPECIFIC DETAILS OF ISSUES MOST IMPORTANT TO THE COMMUNITY.

With these campaigns, the goal is to communicate how taxpayer money is spent and help residents make sense of City projects.

POTENTIAL TACTICS

ANNUAL REPORT

An annual report can be used as a simple method to report information to citizens in an engaging way. This snapshot summary can provide accurate reporting of annual spending, updates about City projects, and explain current challenges faced by the community.

POST-MEETING EBLASTS

Eblasts, called *The Council Wrap-Up*, will be sent out after every City Council meeting to highlight important decisions and discussions that occurred. This is a great way for busy community members to have direct access to information that they may not normally have time to search for.

SUMMARIES OF MAJOR DEVELOPMENT PROJECTS

Development is a hot topic for Corinth residents, and the City needs to make sure these potential projects are well communicated. Short summaries, whether printed or online, will help the community understand the associated impacts and changes, even before a project is given the full go-ahead.

LIVE STREAMING OF MEETINGS

Many Corinth residents are busy and don't have time to attend long City Council meetings in the evening. To allow for more people to access the meetings, the City should find a way to stream the meetings online, whether that be through the main website, or on social media platforms like Facebook or YouTube.



ANNUAL BUDGET SUMMARIES

City budgets can be confusing, but it's important for residents to understand how their local government is funded and where the money goes. For each budget year, the City can create a shorter "Budget Brief" that gives residents a taste of this information without being too confusing for the average resident.

DEVELOPMENT REVIEW PROCESS INFOGRAPHIC

Create an easy to read and understand Development Review Process chart that illustrates to the commercial development audience and general public on how applications for development are reviewed and processed. It should also make clear where public comment can be received to influence development plans.

PRIORITY #2:

TIMELY & ACCURATE INFORMATION

Accurate, nonbiased information is provided to residents in a timely manner

STRATEGIES

PRESENT INFORMATION ACCORDING TO CITIZEN NEEDS AND NOT SOLELY BASED ON GOVERNMENT PRIORITIES.

This means that the most important issues to residents should be the easiest to find information on, and any City topics or projects should be communicated in a way that shows how it affects residents.

EMPLOY A MULTI-MEDIA AND MULTI-LEVEL COMMUNICATION APPROACH BY DEVELOPING AND USING A NUMBER OF COMMUNICATION ACTIVITIES AND PLATFORMS.

With the wide spread of Corinth's demographics, the most communication impact will come from using both traditional and innovative, digital communication tools.

PROVIDE INFORMATION IN A MANNER THAT IS CONVENIENT, TIMELY, AND EASILY ACCESSIBLE FOR THE TARGET PUBLICS.

Timely distribution of information reinforces the City's commitment to transparency and demonstrates that public feedback is valued. Based on the community survey, Corinth residents prefer to receive information in digital and easy to access formats such as e-newsletters and social media.

INCREASE ACCURATE, COMPREHENSIVE LOCAL AND REGIONAL MEDIA COVERAGE OF CITY ISSUES.

By building close relationships with the media, the City can have more control about what is communicated to the public and ensure that only the most accurate information is published.

POTENTIAL TACTICS

STANDARD COMMUNICATION PROCESS

To help ensure that a project or initiative is properly communicated, a solid communication process should be established. Through this process, standard communication steps can be outlined and then followed for each new messaging campaign. Included items would be sharing the information on the website, scheduling social media posts, distributing information to the media, creating custom graphics for the campaigns, etc. The process can be tweaked based on the project, but having a place to start will guarantee that the main communication outlets are utilized.

REVIEW AND STANDARDIZE MEDIA PROTOCOL

To increase the chances that accurate information is reported, the City should review and standardize its media protocol. Through this standardization, several improvements can be made. First, the City can explain how media contacts and corrections should be handled. This will make it clear to City employees who are responsible for contacting the media when inaccurate information has been published. The standardization will also establish well-defined media contacts for content, meaning that the City can outline exactly who can talk to the media and which topics they are qualified to talk about.

COLUMNS, EDITORIAL, AND PAID CONTENT OPPORTUNITIES

To have a greater presence in local media beyond just sending press releases, the City can also standardize and investigate column and/or editorial opportunities. The City could ask local newspapers if they could receive a regularly scheduled column in which a city official would write about important and timely issues. The column could be written in a tone that is casual but still informative and unbiased to make a more personal connection between government official and the reader.

MEETINGS WITH MEDIA OUTLETS

In order to build relationships with the local media, the City can begin by regularly having meetings with local media outlets to keep these sources up-to-date on the latest happenings and thoroughly explain how decisions were made. By partnering with the media, the City can ensure that the news is reported accurately.

SOCIAL MEDIA POLICY

The City of Corinth already has a strong following on social media and should continue to utilize those outlets to share information. However, it would be helpful to create a solid Social Media Policy to establish procedures around social media strategy and implementation. The policy can address what type of information is posted on social media, how comments from residents are handled, who is responsible for maintaining social media accounts, the process for creating new accounts, etc.

EDITORIAL CALENDARS

While things can change quickly within a local government, it's helpful to look ahead and create a rough editorial calendar at the beginning of each year. Through this, communication topics can be planned out based on what projects are up ahead and what educational items would be good to focus on. This can also help ensure that communication campaigns are spread out and not competing against each other against each other for attention.

PRIORITY #3:

PUBLIC ENGAGEMENT

Communication between residents and the City is two-way; residents understand their input is valued and used in decisions

STRATEGIES

USE INTERACTIVE AND NON-TRADITIONAL COMMUNICATION APPROACHES TO MAINTAIN ONGOING DIALOGUE BETWEEN CITIZENS AND THE CITY GOVERNMENT.

Distributing communication materials is always a great way to inform the public, but with this approach messages don't always catch people's attention and there's no way for citizens to respond.

CREATE THOROUGH SUMMARIES OF FEEDBACK GATHERED FROM ENGAGEMENT ACTIVITIES TO SHARE WITH CITY COUNCIL.

By hearing the variety of voices and opinions, Council will be better equipped to make informed decisions that truly represent the wants and needs of the community.

LEVERAGE PARTNERSHIPS WITH OTHER ORGANIZATIONS AND LOCAL GROUPS TO HELP SPREAD YOUR MESSAGE.

These partner groups already have the attention of your audience and utilizing their tools increases the chances that people will hear your information as well.

DEVELOP CREATIVE ENGAGEMENT PRACTICES THAT FIT WITH THE HABITS OF A WIDE VARIETY OF DEMOGRAPHICS.

Engagement tools used should be catered and customized on a per project basis depending on the target audiences and desired outcome of the engagement.

POTENTIAL TACTICS

LISTENING SESSIONS/ COMMUNITY CHATS

Another way to improve the dialogue between the local government and its residents is by Council members holding small public meetings or “coffee talks” in order to meet with the public more informally about the priorities and challenges of the City. Community members would be able to ask questions and get answers more quickly than if they had to find the information on their own.



BOOTHS AT LOCAL EVENTS

Meeting residents where they’re already at is one of the easiest ways to engage them. The City can host booths or tables at several of the many events that take place throughout the year in Corinth. There can be an overall engagement goal or theme of each booth, but they can also be a time to listen to and be in front of the public. These opportunities help show the City as approachable and open to interacting with its citizens.

ASK THE CITY

Corinth can engage in an “Ask the City” program in which community members are allowed to submit their questions to the government online, via video or an online form. The City will be able to reply to these questions by producing short videos, infographics, or other engaging content in which government officials answer the common or pertinent questions.

CITIZEN POLLING

Outside of normal Citizen Surveys, the City should consider administering citizen polling two to three times a year based on information City Council and staff need to fulfill the goals and policies. Being conscious of people’s time, short format polls are recommended over long, multi-question surveys.

CITIZEN AMBASSADOR PROGRAM

To help further spread information through Corinth groups and neighborhoods, the City could create an “Ambassador Program” with a select group of residents. These residents would service as city cheerleaders in helping spread information about important topics and upcoming meetings or events. When traditional communication tactics aren’t grabbing people’s attention, directly hearing information from a fellow resident, whether it be face-to-face or through social media, may have a bigger impact.

PRIORITY #4:

TELL OUR STORY

Define and develop a community identity, and promote the community's unique characteristics

STRATEGIES

DEVELOP CONSISTENT MESSAGING THAT HELPS BUILDS A BRAND FOR CORINTH.

By thinking about the types of information shared, along with the tone and personality that is showcased through communication outlets, the City can develop a stronger identity that resonates with residents.

FOSTER A SENSE OF COMMUNITY THROUGH THE INFORMATION AND MESSAGE THAT ARE SHARED WITH RESIDENTS.

Not everything the City does pulls at the heart strings, but finding those feel-good stories or presenting information in a way that shows the topic is for the greater good can help create pride among residents.

BUILDING MOMENTUM AND AWARENESS OF THE ADMIRABLE QUALITIES OF CORINTH.

Drawing more attention to the benefits of Corinth will give residents a greater sense of pride for their community.

SUPPORT ECONOMIC DEVELOPMENT ACTIVITIES WITH MARKETING MATERIALS THAT HIGHLIGHT COMMUNITY OPPORTUNITIES AND ASSETS.

By creating new materials, the City will have solid tools to describe the benefits of Corinth that can be used when drawing in new businesses and people to the community.

POTENTIAL TACTICS

NEW PRINT COLLATERAL

The City should create new print collateral that describes the Corinth location, community demographics, and commercial or retail opportunities. These materials could be used to promote the community and encourage new business and other development projects to come to Corinth. Simply having these materials and information easily available can show that the City is serious about taking advantage of development opportunities.

PHOTOGRAPHY & VIDEO

A picture is worth 1000 words, so having strong photography and video footage of the community is invaluable to telling the community's story. This footage should not only showcase the beauty and "fun" of the community, but also the services that the City organization provides for its residents. Short videos can also show the human side of the organization. The City's photo and video library should be continuously growing with those items being showcased through a variety of communication platforms (social media, printed materials, website, etc.).



BRANDED COLLATERAL

To help further enforce the City of Corinth's identity, new branded templates and collateral should be created for all staff to use. Creating a consistent look can help residents understand when a piece of communication is coming from the City.



5. FOUNDATIONAL MESSAGING

As Corinth moves through its strategic plan towards 2030, there are several important themes and messages that will need to be shared with residents and businesses.

CORINTH VISION STATEMENT

Corinth will be known for its quality of life achieved by providing a safe community, preserving our neighborhoods, and recognizing the importance of quality development along our corridors.

STRATEGIC THEMES



LAND
DEVELOPMENT



INFRASTRUCTURE
DEVELOPMENT



ECONOMIC
DEVELOPMENT



GOVERNANCE &
MANAGEMENT

KEY MESSAGES BY STRATEGIC THEME

LAND DEVELOPMENT: PLACES & SPACES

- Corinth is a family-friendly community that takes pride in its strong neighborhoods
- We value the quality of Corinth's parks, neighborhoods and community spaces
- The City has plans in place to outline the types of assets needed to create diverse activities and amenities
- We aim to follow development plans when permitting new builds to encourage strong growth that fits with the community vision

INFRASTRUCTURE DEVELOPMENT

- We're investing in infrastructure and systems to ensure Corinth remains accessible for residents, commuters and businesses
- We believe that safety is a critical component to creating Corinth's high quality of life
- The foundation is in place to build a strong community and provide critical services to citizens such as water and waste water, street maintenance, utilities, etc.
- We're planning for the long term with a Capital Improvement Program to ensure funding is in place for critical future projects

ECONOMIC DEVELOPMENT

- Corinth is open for business and we're committed to finding developments that fit the character and needs of the community
- When it comes to development, the City organization is focused on smart growth
- Our job is to create a solid building and development process to ensure due-diligence is done before a project gets the go-ahead

GOVERNANCE & MANAGEMENT

- The City is committed to transparency and collaboration
- Our policies and projects follow your vision for Corinth
- No matter how much time you have, there are plenty of ways to be involved in the City
- We are customer-focused, and believe in delivering services in a timely, cost effective and professional manner
- We work together as a community to create an environment that promotes cooperation and respect

TOP COMMUNICATION TOPICS



GROWTH & ECONOMIC
DEVELOPMENT



VISION &
COMPREHENSIVE
PLANNING



SPECIAL EVENTS



POLICE &
PUBLIC SAFETY



INFRASTRUCTURE &
PUBLIC WORKS



6. METRICS FOR SUCCESS

There are several metrics that can be used to track the success of the City's communication techniques. The City should evaluate these metrics on a regular basis and compare them to previous statistics to understand what techniques are working well and which ones need improvements or further implementation.

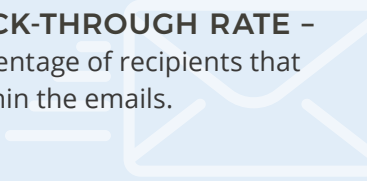
MEDIA STATISTICS:

- Number of press releases sent per month
- Number of articles about the City organization written
- Reach of paid ads



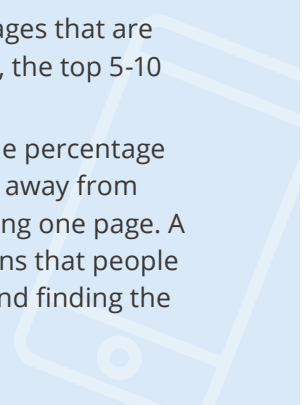
EBLAST & E-NEWSLETTER METRICS:

- **NUMBER OF SUBSCRIBERS** – The number of people that have signed up to receive communication from the Town.
- **AVERAGE OPEN RATE** – The average percentage of recipients that open the emails.
- **AVERAGE CLICK-THROUGH RATE** – The average percentage of recipients that click on a link within the emails.



WEBSITE METRICS:

- **UNIQUE VISITS** – The number of distinct individuals visiting the site.
- **PAGE VIEWS** – The number of times a site page has been viewed.
- **TOP PAGES** – The pages that are visited most frequently, the top 5-10 should be tracked.
- **BOUNCE RATE** – The percentage of people that navigate away from the site after only viewing one page. A lower bounce rate means that people are exploring the site and finding the information they need.



SOCIAL MEDIA METRICS:

- **FACEBOOK & TWITTER FOLLOWERS** – The number of people who follow your page.
- **FACEBOOK & TWITTER ENGAGEMENTS** – The number of people who like, comment or share your posts.
- **FACEBOOK & TWITTER REACH** – The number of people your post was served to.





7. IMPLEMENTATION PLAN

HIGH PRIORITY

STANDARD
COMMUNICATION
PROCESS

POST-MEETING EBLASTS

CONSISTENT CITY
UPDATES AND MONTHLY
E-NEWSLETTERS

SUMMARIES OF
MAJOR DEVELOPMENT
PROJECTS



BOOTHS AT
LOCAL EVENTS

DEVELOPMENT REVIEW
PROCESS INFOGRAPHIC

EDITORIAL CALENDARS

BRAND GUIDELINES &
BRANDED COLLATERAL

COMMUNICATION
AMBASSADOR
PROGRAM

HIGH-QUALITY PHOTO
AND VIDEO FOOTAGE

MEDIUM PRIORITY



ANNUAL REPORT

ANNUAL BUDGET
SUMMARIES

LIVE STREAMING
OF MEETINGS

REVIEW AND
STANDARDIZE MEDIA
PROTOCOL

MEETINGS WITH
MEDIA OUTLETS

SOCIAL MEDIA POLICY

LISTENING SESSIONS/
COMMUNITY CHATS

ECONOMIC
DEVELOPMENT
COLLATERAL

LOW PRIORITY

COLUMNS, EDITORIAL
AND PAID CONTENT
OPPORTUNITIES

ASK THE CITY
PROGRAM

CITIZEN POLLING



8. COMMUNICATION INTERNAL ROLES & PROCESSES

COMMUNICATIONS DEPARTMENT CORE FUNCTIONS

STRATEGIC COMMUNICATIONS PLANNING PROCESS	Implementation of the Council’s core priorities and guiding principles through strategic communications. This form of communication is about telling the stories of the City’s services and impacts.
OFFICE/DEPARTMENT SUPPORT	This form of communication is developed when leaders and staff seek out the Communications Department to help correctly communicate projects, initiatives and events.
PUBLIC ENGAGEMENT	The Communication Department works to develop strategies on how to engage the public in their local government, whether that be through in-person events or digital platforms.
BRAND MANAGEMENT	Through this function the Communication Department ensures that the brand is being used consistently and that brand messages are used appropriately and often in external communications.



COMMUNICATION ROLES

COMMUNICATIONS MANAGER:

- Develops and executes City Communications Plan
- Creates and implements other strategic communication plans that are developed
- Manages key City communication tools such as the website, social media platforms, e-newsletters, etc.
- Works with the local media to share City news and pitch story ideas
- Coordinates with City departments that are need of communication support
- Develop and execute public engagement strategies
- Manage City brand identity

CITY COUNCIL MEMBERS:

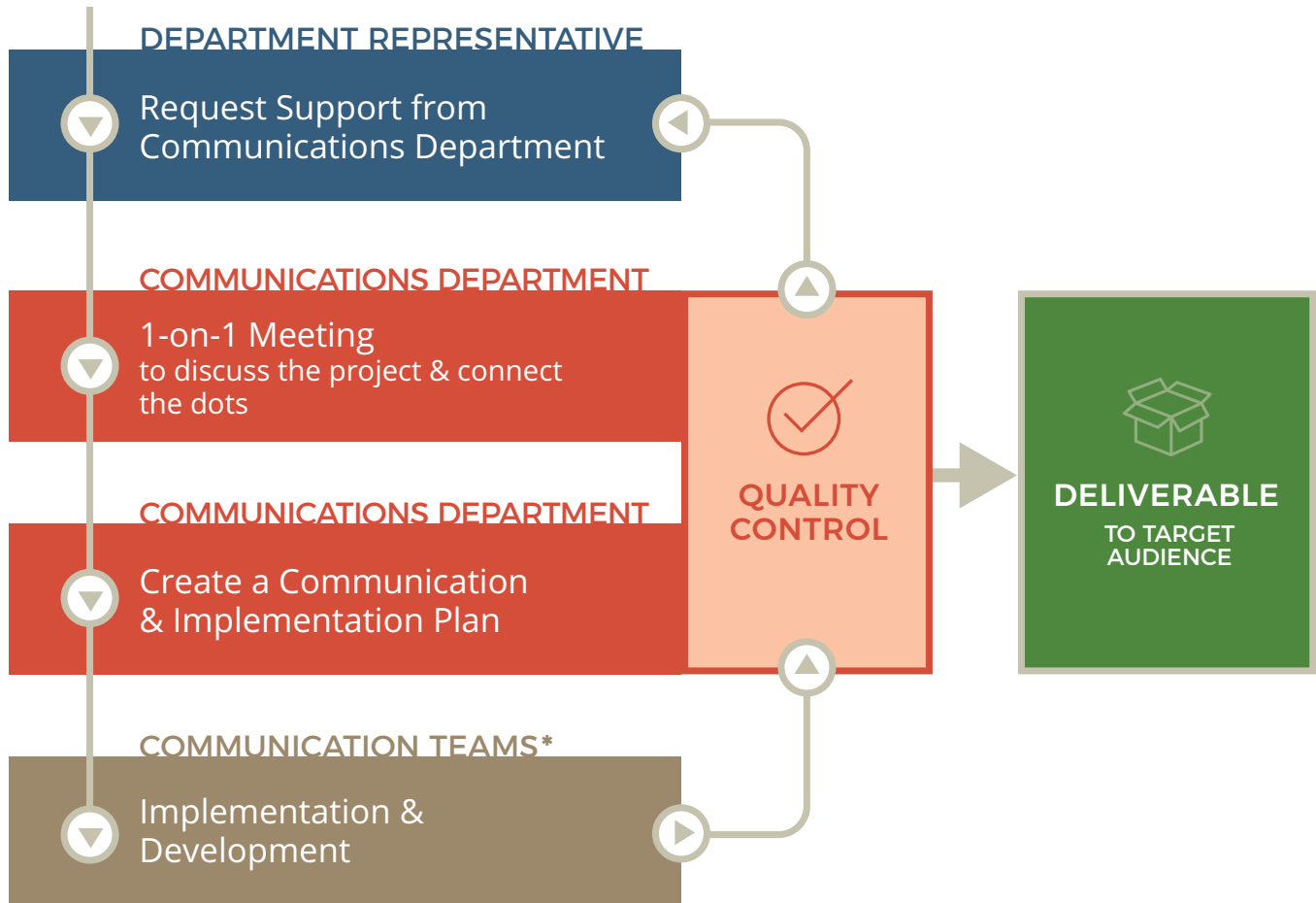
- Through the City Manager, provide communication suggestions based on what they hear from locals
- Let the Communications Manager monitor social media discussions and respond to resident questions
- Share communication tools and resources with residents when they have questions about specific topics; drive them back to the website

STAFF IN OTHER DEPARTMENTS:

- Report to Communications Manager of news-worthy topics and updates on major projects
- Work with the Communications Manager should a major project or initiative need communication support or public engagement
- If applicable, provide photos to the Communications Department of projects and initiatives that can be share on social media and other platforms

OFFICE/DEPARTMENT SUPPORT PROCESS

When a City office or department is in need of communication assistance on a project, initiative or event, the below process should be followed to ensure a consistent message is being spread to the correct audience.



**The Communications Team includes any support staff for the Communications Manager within the Communications Department and other departments related to the communications initiative*

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 01/24/2019
Title: 2019 Bond
Submitted For: Bob Hart, City Manager **Submitted By:** Kim Pence, City Secretary
Finance Review: Yes **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development

AGENDA ITEM

Receive a presentation, hold a discussion, and provide staff direction on the 2019 Bond Sell.

AGENDA ITEM SUMMARY/BACKGROUND

The agenda includes a Notice of Intention to Issue City of Corinth Certificates of Obligation, Series 2019, as required by state law. To issue the certificates for the Capital Improvement Program for the current fiscal year, the City Council must adopt an "Intent to Sell" resolution at least 30 days prior to the sale. The notice will be published on January 29 and February 5, 2019. The certificates are being sold for an amount not to exceed \$20 million in bond proceeds for 1) Constructing and improving streets and roads and associated water, wastewater and drainage costs associated with the street improvements 2) drainage mitigation 3) Improvements to the water and sanitary sewer systems 4) water storage tank and will include the costs of issuance.

The specific projects include: Lynchburg Creek Flood Mitigation (\$1,000,000), Lake Sharon FM2499 (\$2,000,000), Lake Sharon/Dobbs Realignment (\$3,500,000), Quail Run Realignment (\$2,000,000), Parkridge (\$3,500,000), 1.0 MG Quail Run Water Tank (\$5,000,000), Quail Run Water Line (\$3,000,000).

The workshop is to discuss the funding impact to the general fund property tax rate and the water/wastewater utility rates.

RECOMMENDATION

PRESENTATION ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 01/24/2019

Title: CWD Annual Review

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Regional Cooperation

AGENDA ITEM

Receive a presentation and hold a discussion on the Community Waste Disposal Annual Review.

AGENDA ITEM SUMMARY/BACKGROUND

A Representative from CWD wil provide an Annual Review of the services provided to the residents of Corinth.

RECOMMENDATION

N/A

City Council Regular and Workshop Session

Meeting Date: 01/24/2019
Title: City Hall Lighting Replacement
Submitted For: Bob Hart, City Manager
Submitted By: Shea Rodgers, Technology Services Manager
Finance Review: Yes **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development

AGENDA ITEM

Consider and Act on a proposal from Gexa Energy Solutions, LLC. to replace all lights in City Hall with energy-efficient LED lighting.

AGENDA ITEM SUMMARY/BACKGROUND

City Hall has had no major upgrade of its lighting since it was built in 2003-04. The majority of the lighting inside the building is outdated fluorescent and halogen; both methods are energy inefficient and require frequent replacement. Twice per year, a member of staff dedicates his day to walking the building, replacing burnt-out lights. Furthering the cost and time investment, the lights in the lobby as well as the Council Chambers require renting a lift, then sending an employee or contractor up to replace those lights.

In summer 2018, representatives from Gexa did a preliminary audit of City Hall to determine ways the City could save on energy costs. The key factor singled out for cost-savings was the lighting. By switching to energy efficient LED fixtures, Gexa estimates that the City could potentially save between \$4,063 and \$4,515 annually.

In late December, Staff received the quote (attachment: GEXA AMENDMENT ONE) from Gexa in the amount of \$98,111 as an amendment to the Master Service Agreement (attachment: GEXA MSA), representing all costs for material and labor to retrofit the lighting in City Hall with LED units. They have also provided the Statement of Work for the project (attachment: GEXA SOW).

Gexa is providing material and labor off The Interlocal Purchasing System (TIPS) contract vehicle, thus no further bid was necessary (TIPS contract number: 170103).

RECOMMENDATION

It is the recommendation of Staff that the City Council approve the proposal from Gexa Energy Solutions, LLC in the amount of \$98,111 to install LED lighting in City Hall.

Attachments

- GEXA MSA
- GEXA SOW
- GEXA AMENDMENT ONE

Agreement for Energy Efficiency Services

This Agreement for Energy Efficiency Services ("Agreement") is made and entered into as of November 1, 2018 ("Effective Date"), by and between Gexa Energy Solutions, LLC (the "Company"), a Delaware limited liability company, TX Charter ID No.801909660, and the City of Corinth, Texas (the "Customer"), a home rule municipality. Company and Customer are collectively referred to as the "Parties" and individually referred to as a "Party".

1.0 Definitions.

1.1 Change means a request by the Customer that changes the Services, which may consist of modifications or additions to, or deletions from, any Services to be performed or materials to be provided by the Company, arising under this Agreement.

1.2 Confidential Information means all information which is disclosed to the Customer or the Customer's agents in connection with this Agreement and including all reports, analyses, notes or other information that are based on, contain or reflect any such Confidential Information; however, Confidential Information does not include the following: (a) information which is or becomes publicly available other than as a result of a violation of this Agreement including, without limitation, public information under the Texas Public Information Act or information disclosed pursuant to a Court order or other applicable law; (b) information which is or becomes available on a non-confidential basis from a source which is not known to the Customer (after due inquiry) to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the Company; or (c) information which the Customer can demonstrate was legally in its possession prior to disclosure by the Company.

1.3 UCRM or Utility Cost Reduction Measure means a measure to reduce energy or operating costs of facilities, as identified by the Company at a specified Service Location. An energy audit by the Company is not a UCRM.

1.4 Force Majeure Event means an event which is beyond the reasonable control of, and not a result of the fault or negligence of, the affected Party, including but not limited to, acts of God, fire, flood, windstorm, war, terrorism, epidemics, quarantine regulation, sabotage, revolution, acts of any government or governmental agency, strikes or other labor difficulty, insurrection, riot, strikes, telecommunications failures, unusually severe weather conditions by comparison with the ten-year county average, as to which neither the Company nor the Customer is considered to be in default in the performance of its obligations arising under this Agreement to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future.

1.5 Implementation Price means the cost to the Customer for the Services as set forth in the SOW.

1.6 Minor Deficiencies means, with respect to a particular UCRM which has been determined by the Company to be Substantially Complete, any construction, installation or other Services identified which do not materially affect the ability of the UCRM to properly operate and function in accordance with its intended purpose pursuant to this Agreement and the terms and specifications contained in the applicable SOW.

1.7 Service Location means a facility legally owned or operated by the Customer at which the Customer desires the Company to perform Services.

1.8 Services mean the services provided or proposed to be provided by the Company to construct, install or otherwise implement one or more UCRM at specified Service Locations in accordance with the terms of a SOW.

1.9 Statement of Work or SOW means a document signed by both parties setting forth the scope of Services to be performed by Company at the Identified Service Locations.

1.10 Subcontractor means a third-party subcontractor who is retained by the Company to perform installation or construction work at the Customer's Service Location(s) pursuant to a SOW.

1.11 Substantial Completion or Substantially Complete means, with respect to a particular UCRM, that level of construction and implementation which renders the UCRM operational, regardless of whether the UCRM has one or more Minor Deficiencies, as determined within the reasonable exercise of the Company's professional judgment.

2.0 Scope and Term. Subject to the terms and conditions of this Agreement, the Company agrees to furnish to the Customer, and the Customer agrees to purchase and receive from the Company, certain Services at the Customer's specified Service Locations pursuant to a SOW that is attached to or references this Agreement. This Agreement commences upon Effective Date and continues in effect until completion of the Services under a SOW.

3.0 Substantial Completion and Payment. Sections 3.1 through 3.4 and Section 3.6 below apply to solely UCRMs provided to Customer. Sections 3.5 through 3.6 below applies solely to any energy audits performed for the Customer by the Company.

3.1 Invoicing; Payment Upon Substantial Completion. The Company will estimate the total number of months that it will take to complete all UCRMs under each SOW. The Company will then divide the Implementation Price under the SOW by such number of months. An amount equal to ten percent (10%) of the resulting amount will be invoiced to Customer on a monthly basis once work under the SOW has started; provided, however, that the Company may adjust such monthly amount based on the progress of work performed on each UCRM during the billing period and the Company's estimate for the time for completion of all UCRMs under the SOW. The Customer shall pay each such monthly invoice, less any disputed amounts, in accordance with the Texas Prompt Payment Act (Tex. Government Code, Chapter 2251), as amended ("PPA"). Once the UCRMs under a SOW are or, in accordance with the terms of this Agreement, are deemed to be, Substantially Complete, the Parties will reasonably cooperate with each other to develop and resolve a punch list of Minor Deficiencies, if any. The Company will submit to Customer a final monthly invoice for the balance due under the SOW and a Certificate of Final Acceptance. Customer shall then (a) pay such invoice, less any disputed amounts, in accordance with the PPA, and (b) to the extent there are no disputed amounts, have an authorized representative sign and submit to the Company a Certificate of Final Acceptance (electronic signatures and copies are acceptable for this purpose).

3.2 Effect of Final Payment. After the date Customer pays the final invoice under a SOW, the Customer's recourse for any subsequent failure or deficiency of an UCRM is to seek and use the provisions of the warranty, if any, in accordance with Section 4, Warranty, prior to pursuing any other remedies provided under law or set forth herein.

3.3 UCRM Maintenance Responsibility. Unless otherwise mutually agreed to by the Parties in the SOW, the Customer is solely responsible for the maintenance of each UCRM once title to the UCRM has passed to Customer.

3.4 Training. If applicable, and if set forth in a SOW, the Company shall provide on-site training for a reasonable number of the Customer's operating personnel with respect to completed UCRMs, and the Customer shall assist in such training, all as more fully specified in the SOW. Unless otherwise provided in the SOW, such training will be conducted with respect to the UCRMs following the date of Substantial Completion of the UCRMs. All costs of training, if any, shall be included in the SOW and shall not be increased without prior Customer approval.

3.5 Payment for Energy Audit. If Company performs an energy audit for Customer under a SOW, the Company will submit to Customer a single bill after the energy audit report is completed and presented to Customer. Customer shall pay such invoice, less any disputed amounts, in accordance with the PPA.

3.6 Implementation Price; Taxes; Interest. The Implementation Price includes all federal, state and local taxes, if any, assessed with respect to the Services or with respect to the furnishing of equipment and materials thereunder. Notwithstanding the foregoing, Customer is a Texas governmental entity under Texas law, and shall not be liable for payment of taxes. Customer shall provide to Company appropriate documentation of Customer's tax exempt status in advance of work performed by Company under this Agreement. The Company has no obligation or liability with respect to any property tax nor with respect to any income, excess profits, or revenue tax charged or levied against the Customer as a result of this Agreement. Interest on overdue payments will be calculated and remitted in accordance with the PPA.

4.0 Warranty

4.1 Equipment Warranties. The Company covenants and agrees that all materials and equipment to be installed as part of this Agreement are protected by appropriate original equipment manufacturer (OEM) written warranties covering all parts and equipment performance; provided that such warranties at a minimum warrant that the equipment be (a) new, unused and undamaged when delivered, and (b) free from improper workmanship and defects. A warranty period of one (1) year following the date of the final invoice under a SOW applies to all the equipment, except that the Company further agrees to warranty certain specified equipment for longer terms, as mutually agreed in the applicable SOW ("Equipment Warranty Period"). If any third party warranty required by this Section 4.1 is provided for a period of less than the Equipment Warranty Period, Company is not in breach of this Agreement, but is itself deemed to have provided such warranty during the period commencing with the expiration of such third party warranty and ending one (1) year from installation of such equipment. Company agrees to act as the Customer's agent in pursuing rights and remedies against manufacturers and suppliers of the equipment in the event of a malfunction or defect during the Equipment Warranty Period. Customer agrees to notify Company, in writing, within ten (10) days of detection of defects in equipment which give rise to such rights and remedies provided by this Section 4.1. After the end of the Equipment Warranty Period, Customer is responsible for pursuing any and all rights and remedies provided under such third party warranties. AS BETWEEN THE COMPANY AND THE CUSTOMER, WITH RESPECT TO SUCH EQUIPMENT MANUFACTURED BY THIRD PARTIES, ALL IMPLIED WARRANTIES AND EXPRESS WARRANTIES NOT INCLUDED HEREIN ARE EXPRESSLY DISCLAIMED BY THE COMPANY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE. CUSTOMER AGREES THAT IT WILL ONLY PURSUE ANY CLAIMS FOR WARRANTIES NOT PROVIDED UNDER THIS AGREEMENT AGAINST THE THIRD PARTY MANUFACTURER OF THE APPLICABLE EQUIPMENT, AND HEREBY RELEASES AND WAIVES IT RIGHT AS TO ANY SUCH CLAIMS AGAINST COMPANY.

4.2 Labor Warranties. The Company warrants for a period of one (1) year following the date of the final invoice under a SOW that all Services performed under this Agreement complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with any Customer supplied specifications and standards. The Customer shall promptly notify the Company in writing of the discovery during the applicable warranty period of any claim against the Company's warranties under this Section 4.2. As the Customer's sole and exclusive remedy for any such claim against the Company's warranties, the Company shall, at its own cost and expense, as soon as reasonably possible following the Company's receipt of notice of any claim against any warranty or the Company's otherwise obtaining knowledge of any claim of warranty, cause the repair of defective construction workmanship and/or provide at the Company's expense any changes, modifications or additions to the work which the Company determines necessary due to a failure to perform any Services hereunder in accordance with the standards set forth in this Section 4.2. All costs incidental to the Company's rework and testing thereof are borne by the Company. The Company shall use reasonable efforts to perform such remedial actions and make any tests in a timely manner and at such times so as to minimize disruption of normal operations at the Customer's Service Location. The liabilities and obligations of the Company under Section 4.2 do not extend to any repairs, adjustments, alterations, replacements or maintenance which were not prior approved in writing by the Company or may be required as a result of wear and tear in the operation or use of an UCRM, or as a result of the Customer's failure to operate or maintain an UCRM in accordance with the operating manuals or instructions supplied by the Company, or in accordance with the training provided by the Company to Customer's personnel.

4.3 NO IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, CONCERNING THE SERVICES OR ANY UCRM, AND THE COMPANY DISCLAIMS ANY WARRANTY IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE. THE COMPANY MAKES NO WARRANTIES OR GUARANTEES OF ANY NATURE WHATSOEVER CONCERNING THE ACTUAL REDUCTION IN THE CUSTOMER'S ENERGY USAGE AS A RESULT OF THE ENERGY AUDIT, OR INSTALLATION AND OPERATION OF ANY UCRM.

5.0 Limitations of Liability. Neither Party is liable to the other Party for special, indirect, incidental, exemplary, consequential or punitive damages, including lost profits, even if the Party has been advised that such damages are possible. Except with respect to (a) indemnity obligations under this Agreement related to third party claims, and (b) Company's warranty obligations under Section 4, Company's aggregate liability for direct damages is limited to one hundred percent (100%) of the fees paid or payable by Customer for the Services giving rise to such damages.

6.0 Access and Information.

6.1 Customer Cooperation. The Customer shall use reasonable efforts to assist the Company in performing the Services contemplated by this Agreement, including providing reasonable access to the Customer's Service Location(s), providing information concerning the Service Location(s), making appropriate Customer personnel available if requested by the Company to assist the Company in performing such Services, and taking any other actions the Company may reasonably request from time to time to achieve the purposes and intent of this Agreement.

6.2 Access to Service Locations. Upon the request of the Company, the Customer shall provide the Company and its Subcontractors with reasonable access to the Service Location(s) to enable the Company to perform all Services hereunder and to verify and confirm the operation of any installed UCRM following the date of Substantial Completion. The Company shall also have access to the Service Location(s) during the warranty period specified in Section 5 for purposes of performing its obligations thereunder. Customer shall provide to the Company with adequate storage and laydown areas at the Service Location(s), as applicable, during the installation of UCRMs and shall make available any construction power and other utilities required by the Company and its Subcontractors to perform the Services. The Company and its Subcontractors shall observe all of the Customer's safety and security procedures at the Service Location(s), to the extent made known to the Company, and shall not unreasonably disturb or interrupt the Customer's operations at such location(s). Company shall comply with Texas S.B. 9 requirements.

6.3 Requests for Information. The Customer shall promptly comply with all reasonable requests by the Company for information concerning the Service Location(s), as required by the Company to perform the Services.

6.4 Survival. Notwithstanding anything to the contrary, the obligations of the Parties under Sections 6.1 through 6.3 survive expiration or sooner termination of this Agreement.

7.0 Documents and Data.

7.1 Ownership Rights. Subject to Section 7.2, any SOW or other report or document furnished or to be furnished by the Company pursuant to this Agreement constitutes Confidential Information and remains the sole and exclusive property of the Company and may only be used by the Customer for the operation, maintenance, repair or alteration of any UCRM installed by the Company. The Customer shall not acquire any rights or interest with respect to the Company's or its Subcontractors' proprietary technology, know-how, processes or computer software or any other intellectual property that may be used in connection with the Services or the supply of equipment and materials hereunder. Company acknowledges that Customer is a public entity and is subject to the Texas Public Information Act, and is also subject to compliance with disclosure pursuant to a Court order or other applicable law. Customer agrees to provide notice to Company within three (3) business days upon receipt of any public information request received concerning documents of Company in order that Company may have the right to seek protection of its documents due to any trade secrets, etc. contained therein. Customer shall not have any obligation to pursue Company's privacy rights and shall be entitled to comply with all requirements of the Texas Public Information Act and any rulings made thereon by the Texas Attorney General. Notwithstanding any provision to the contrary, Customer may include this Agreement and any related or other necessary documents in Council agenda packets and provide internet access to this Agreement and any related documents in accordance with the Texas Public Information Act.

7.2 No Use of Documents After Termination. If any SOW provided to Customer and prepared by the Company under this Agreement is terminated, in whole or in part, by the Customer prior to completion of the installation of the UCRMs, the Customer is entitled to use, subject to Section 7.1, any such document; provided the documents are not subject of a dispute and Customer has paid all undisputed amounts due to the Company under this Agreement.

8.0 Insurance, and Performance and Payment Bonds.

8.1 Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Agreement at any Service Location, the Company shall keep and maintain the following minimum insurance coverages:

8.1.1 Statutory Workers' Compensation Insurance: Workers' compensation insurance as required by Applicable Laws where the Services are performed and employer's liability insurance with a limit of liability of one million dollars (\$1,000,000).

8.1.2 General Liability Insurance: Comprehensive general liability insurance with a one million dollars (\$1,000,000) combined single limit per occurrence policy for bodily injury, death and/or property damage for each occurrence.

8.1.3 Automobile Liability Insurance: Business auto liability insurance in the amount of one million dollars (\$1,000,000) combined policy limit for bodily injury and property damage for each accident.

8.1.4 Excess Liability or Umbrella Liability: Excess liability or umbrella liability insurance in an amount not less than three million dollars (\$3,000,000) for any one occurrence. Any excess liability or umbrella policy will be applicable to the general liability, auto liability, and employer's liability policies that are required.

The Company shall provide the Customer with insurance certificates, and upon written request of Customer shall provide copies of applicable policies, which provide evidence of the insurance coverage under this Agreement, in form and substance reasonably satisfactory to the Customer. Company shall provide at least twenty (20) days prior written notice of cancellation or material change of the above-noted insurance, with the exception of ten (10) days for nonpayment of premiums, to the Customer. Company shall include Customer on all the policies shown in this Section 8.1 as an "Additional Insured" (with the exception of policies listed in Subsection (8.1.1)) for any liability or damage arising out of the performance of the obligations assumed by Company under this Agreement, any coverage provided under these policies to Customer would be primary to any other coverage available to Customer. Notwithstanding, the failure to provide certificates or add Customer as an additional insured in accordance with

this Section does not release Company in any manner of any liability established under this Agreement. Further, said policies shall provide for a waiver of any rights of subrogation.

8.2 To the extent allowed by Texas law, Customer shall provide reasonable insurance coverage for all UCRMs located at each Service Location.

8.3 Intentionally Deleted.

8.4 Bonds. The Company shall provide performance and payment bonds as required by Texas Government Code Chapter 2253. All bonds must comply with the requirements of TEXAS INSURANCE CODE, Section 7.19-1 and all bonding companies must be licensed to do business in the State of Texas, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000.00 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

9.0 Indemnification.

9.1 Indemnity Obligations. The Company shall release, defend indemnify and hold the Customer, its officers, agents, and employees harmless against claims by third parties to the extent such claims arise out of or relate to the gross negligent and/or wrongfully intentional acts or omissions of Company, its employees, representatives, or Subcontractors.

9.2 Defense of Claims. Company has the right to defend Customer by counsel (including insurance counsel) of Company's selection reasonably satisfactory to the Customer, with respect to any claims within the indemnification obligations hereof. Customer shall give Company prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with Company in the defense of any such claims or actions. Company shall not settle any such claims or actions without prior written consent of the Customer.

9.3 Survival. The obligations of the respective Parties under this Section 9 survive for a period of one (1) year following expiration or earlier termination of this Agreement with respect to any claims or liability arising prior to such termination.

9.4 Remedies. The express remedies of this Section 9 are the sole and exclusive obligations of Indemnitor and the sole and exclusive remedies of the Indemnitee with respect to any third party claims within the scope of the indemnities set forth by Section 9.1.

10.0 Hazardous Materials. Except to the extent of hazardous materials brought to the Service Location by Company, the Customer has sole responsibility and liability with respect to the proper identification, removal and disposal of any hazardous materials (e.g., asbestos) or correction of any hazardous condition at a Service Location which affects the Company's performance of the Services under this Agreement. If, during the course of performing the Services, the Company becomes aware of any such hazardous materials or hazardous condition, the Company shall promptly report such matter to the Customer before disturbing (or further disturbing) such materials or condition. Work in the affected areas will be resumed by the Company only upon the written notice from the Customer that such materials have been removed or such condition has been corrected, and then only if such continuation of work does not violate any applicable law or permit. Only to the extent allowed by Texas law, the Customer shall indemnify, defend and hold harmless the Company and its Subcontractors with respect to any liability, cost or expense of whatever nature incurred as a result of any such hazardous materials or hazardous condition.

11.0 Title and Risk of Loss.

11.1 Passage of Title. Legal title to the each UCRM, including all equipment and materials comprising a part thereof, passes to the Customer upon the date of Substantial Completion for each such UCRM. Notwithstanding the foregoing, the Customer bears all risk of loss or damage of any kind with respect to all or any part of an UCRM located at a Service Location, whether installed or not, and to the extent allowed by Texas law, the Customer shall indemnify and pay the Company for the repair or replacement of any UCRM or component thereof stolen, lost, destroyed or damaged at a Service Location to the extent the same was caused by Customer. Loss or damage to an UCRM directly caused by the Company or its Subcontractor is the responsibility of the Company.

11.2 Warranty of Title. The Company warrants good title to all UCRMs and components thereof (not including any licensed third party software components) furnished or installed by the Company or its Subcontractors, and the Company warrants that title to such UCRMs and components (not including any licensed third party software components) will pass to and vest in the Customer as set forth in Section 11.1 free and clear of all liens, claims, charges, security interests, encumbrances and rights of other parties arising as a result of the actions or failure to act of the Company, its Subcontractors, or their employees.

12.0 Force Majeure. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, such Party shall provide written notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The unaffected Party shall confirm such notice in writing as soon as reasonably possible. The Party affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 12 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure Event, the obligation(s) of the affected Party that is obstructed or delayed will be extended by the time period equal to the duration of the Force Majeure Event. Notwithstanding the foregoing, the occurrence of a Force Majeure Event does not relieve the Customer of payment obligations set forth in Section 3 above.

13.0 Changes.

13.1 Customer-initiated Changes. Upon receiving such a request, the Company may at its sole option prepare and deliver a proposed Change Order, substantially in the form of Schedule A, attached hereto and incorporated herein by reference, to the Customer listing the price of the Changes. If the Customer fails to return an executed Change Order, the Company has no obligation to complete the Changes. A Change also may result from any failure of the Customer, or its representatives or agents, to fulfill its obligations hereunder, which failure materially adversely affects the Company's cost, schedule or performance under this Agreement. Should any Change cause a material increase or decrease in the cost of or

time required for the Company's performance, or otherwise affects any provision of this Agreement, the Company may propose an appropriate adjustment. The Company is not obligated to proceed with or perform any Change requested by the Customer hereunder until the Parties have agreed in writing upon any such adjustments resulting from the Change. Except to the extent a Change specifically results in an amendment or adjustment to one or more provisions of this Agreement, all provisions of this Agreement apply to all Changes, and no Change is implied as a result of any other Change.

13.2 Changes in Laws and/or Permits. If the Company (a) encounters a change in applicable laws, rules or regulations or applicable permits that affect the Company's ability to perform the Services at a Service Location and (b) any such change causes an increase or decrease in the Implementation Price or time of performance, then Company shall notify the Customer thereof no later than thirty (30) days after the date of such change in applicable laws, rules or regulations or applicable permits at the Service Location, and the Customer shall issue a Change Order to equitably adjust the time of performance and/or Implementation Price or Customer may terminate the agreement or the affected portion of the Services with written notice if the Change Order exceeds two percent (2%) or more of the total value of this Agreement. In the event of a termination under the preceding sentence, Customer shall pay the Company an amount (to the extent not already paid) equal to the sum of all of the Company's reasonable costs incurred in performing the Services up to the termination date, including all costs incurred with respect to any Subcontractors; provided that the Company makes available to the Customer all of the work product, equipment and materials produced or obtained by the Company, including that of Subcontractors, in performing such Services (except any and all intellectual property of the Company or third parties).

13.3 Customer-Caused Delay. Should the actions of the Customer or any of its agents cause a delay of the Company's performance of the Services which affects the completion of the Services or an increase or decrease in the Implementation Price, the Company shall promptly notify, but in no event more than thirty (30) days after the Company becomes aware of the Customer-caused delay, Customer in writing. The Customer agrees to review such claim, and if determined by Customer to be appropriate, Customer agrees to issue a Change Order to equitably adjust the time of performance and/or Implementation Price.

13.4 Unknown Conditions. If the Company (a) encounters any concealed subsurface conditions which a reasonable, experienced contractor would not foresee existing at the Service Location and which vary from the conditions shown in the SOW, if any, and (b) any such condition causes an increase or decrease in the Implementation Price or time of performance, then Company shall notify the Customer thereof no later than thirty (30) days after the date of such unknown or concealed Service Location condition, and the Customer agrees to review such claim, and if determined by Customer to be appropriate, Customer agrees to issue a Change Order to equitably adjust the time of performance and/or implementation Price or Customer may terminate the agreement or the affected portion of the Services with written notice if the Change Order exceeds two percent (2%) or more of the total value of this Agreement. In the event of a termination under the preceding sentence, Customer shall pay the Company an amount (to the extent not already paid) equal to the sum of all of the Company's reasonable costs incurred in performing the Services up to the termination date, including all costs incurred with respect to any Subcontractors; provided that the Company makes available to the Customer all of the work product, equipment and materials produced or obtained by the Company, including that of Subcontractors, in performing such Services (except any and all intellectual property of the Company or third parties).

14.0 Termination

14.1 Termination by Either Party for Default. A Party has the right to terminate this Agreement for cause if: (a) any proceeding is instituted against a Party seeking to adjudicate such Party as bankrupt or insolvent, or if such Party makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Party, or if a Party files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts and, in the case of any such proceeding instituted against such Party (but not by such Party) such proceeding is not dismissed within sixty (60) days of such filing; (b) the Customer fails to perform any payment obligation under this Agreement and fails to cure such obligation within thirty (30) days written notice from the Company; or (c) a Party substantially fails to perform any non-payment obligation under this Agreement and fails to cure or commence and diligently proceed to cure such obligation within thirty (30) days written notice from the other Party. The Customer shall pay the Company an amount (to the extent not already paid) equal to the sum of all of the Company's reasonable costs incurred in performing the Services up to the termination date, including all costs incurred with respect to any Subcontractors; provided that the Company makes available to the Customer all of the work product, equipment and materials produced or obtained by the Company, including that of Subcontractors, in performing such Services, except any and all documents and data, which are subject to Sections 7.1 through 7.2 of this Agreement, or intellectual property of the Company or third parties.

14.2 Customer Termination for Convenience. Customer may terminate this Agreement without cause upon forty five (45) days' advance notice. During such time period, Company may proceed with work under this Agreement. If Customer so terminates this Agreement, Customer shall pay the Company an amount (to the extent not already paid) equal to the sum of all of the Company's reasonable costs incurred in performing the Services up to the termination date, including all costs incurred with respect to any Subcontractors; provided that the Company makes available to the Customer all of the work product, equipment and materials produced or obtained by the Company, including that of Subcontractors, in performing such Services, except any and all documents and data, which are subject to Sections 7.1 through 7.2 of this Agreement, or intellectual property of the Company or third parties.

15.0 Assignment.

15.1 Agreement Binding. This Agreement and each SOW entered into by the Parties is binding upon, and inures to the benefit of the Parties and their successors and permitted assigns.

15.2 Permitted Assignment. (a) The Customer may not assign this Agreement without the prior written consent of the Company. No such assignment by the Customer or consent by the Company to the Customer's assignment releases the Customer from any of its obligations under this Agreement or any associated supplements or schedules. (b) Company may, without the consent of Customer: (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof to a party in connection with any financing or other financial arrangement; (ii) assign this Agreement, Services, or any portion thereof to any wholly-owned affiliate of Company's parent company, NextEra

Energy, Inc., or (iii) assign this Agreement, Services, or any portion thereof to a successor entity into which all or substantially all of assets of the Company are merged or otherwise consolidated, regardless of whether the Company is the surviving entity in such merger or consolidation. Except as set forth in the preceding sentence, Company shall not transfer or assign this Agreement to any party without the prior written consent of Customer, which consent shall not be unreasonably conditioned, delayed or withheld. (c) Any assignment which does not comply with the provisions of this Section 15.2 is null and void.

15.3 No Third Party Beneficiaries. Except as otherwise expressly provided herein, neither this Agreement nor any term or provision or obligation arising hereof or hereunder, is for the benefit of any Party not a signatory hereto, and the Parties intend for the Agreement to be construed accordingly.

16.0 General Provisions.

16.1 Entire Agreement. This Agreement, including the schedules substantially in the form attached hereto and any exhibits attached thereto, sets forth the full and complete understanding of the Parties relating to the subject matter hereof as of the Effective Date of Agreement, and supersedes any and all negotiations, agreements and representations made or dated prior hereto with respect to the subject matter of this Agreement. Any actions or Services described in this Agreement which were performed or implemented by the Parties prior to the Effective Date of Agreement are for all purposes deemed to have been performed under this Agreement.

16.2 Amendments. No change, amendment or modifications of this Agreement or schedule or exhibits thereto are valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by both Parties.

16.3 Status of the Parties. The Company and its Subcontractors are independent contractors with respect to the Services performed hereunder irrespective of whether such Subcontractors are approved by the Customer, and neither the Company nor its Subcontractors, nor the employees of either, are to be deemed the employees, representatives or agents of the Customer. The Parties intend that nothing in this Agreement be construed as inconsistent with the foregoing independent contractor status or relationship, or as creating or implying any partnership, joint venture, trust or other relationship between the Company and the Customer.

16.4 Customer and Company Representation and Warranties. Each Party hereby represents and warrants to the other Party that (a) the execution and delivery by a Party of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite actions and proceedings; are not inconsistent with and do not and will not contravene any provisions of a Party's organizational documents or any applicable law, rule or regulation; have been approved by all necessary persons or entities; and do not and will not conflict with or cause any breach or default under any agreement or instrument to which a Party is a party or by which it or any of its properties is bound; and (b) this Agreement has been duly executed and delivered by the Parties and constitutes the valid and legally binding obligation of each Party, enforceable against the other Party in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general equitable principles.

16.5 Drafting Interpretations and Costs. Preparation and negotiation of this Agreement has been a joint effort of the Parties and the Parties intend that the resulting document not be construed more severely against one of the Parties than against the other. Each Party is responsible for its own costs, including legal fees, incurred in negotiating and finalizing this Agreement.

16.6 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of such document or the intent of any provision contained therein.

16.7 Severability. The invalidity of one or more phrases, sentences, clauses, Sections or Sections contained in this Agreement does not affect the validity of the remaining portions thereof so long as the material purposes of such document can be determined and effectuated.

16.8 Further Assurances. The Company and the Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

16.7 Dispute Resolution. Any invoice disputes shall be resolved as provided in the PPA. With respect to any non-invoice claim or dispute arising out of, or relating to, the terms of this Agreement, or to either Party's performance or failure of performance under this Agreement, the Parties agree to use commercially reasonable efforts to resolve the claim or dispute within a reasonable time after the date notice of the claim or dispute is presented. Such efforts will initially include discussions to resolve between representatives of Customer and the Company's lead engineer. If the Parties have been unable to (a) resolve the invoice dispute through the processes provided by the PPA, or (b) the claim or dispute by informal methods after undertaking a good faith effort to do so within fifteen (15) days after the date the claim or dispute is first presented, the claim or dispute will, without limiting any rights under the PPA, be resolved through litigation pursuant to Section 16.8 below.

16.8 Applicable Law and Venue. This Agreement is governed by, construed and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of laws provisions. The Parties shall conduct any disputes resulting in litigation between them in the state or federal courts located in Denton County, Texas.

16.9 Counterparts. This Agreement may be signed in any number of counterparts and each counterpart represents a fully executed original as if signed by both Parties.

16.10 Intentionally Deleted.

16.11 Intentionally Deleted.

16.12 No Waiver. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this Agreement, or a Party's waiver of the same in any instance or instances is not a general waiver or relinquishment of any such terms, conditions or covenants, and those terms, conditions, or covenants remain at all times in full force and effect.

16.13 Notices. A Party shall provide any notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement in writing signed by that Party via hand-delivery, certified mail (return receipt requested and postage prepaid), or overnight courier as follows:

If to the Company:
Gexa Energy Solutions, LLC
Attention: Brian Landrum
20455 SH 249, Suite 200
Houston, TX 77070

If to the Customer:
City of Corinth
Attention: Bob Hart
3300 Corinth Parkway
Corinth, TX 76208

Each Party has the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

IN WITNESS WHEREOF, the Parties hereby agree to be bound by the terms and conditions of this Agreement, effective on the Effective Date.

GEXA ENERGY SOLUTIONS, LLC

CITY OF CORINTH

BY: [Signature]

BY: [Signature]

NAME: Brian Landrum

NAME: Bob Hart

TITLE: President

TITLE: City Manager

DATE: 11/6/18

DATE: 11-05-18



DELETE

(the "Deleted Services")

Changes to Schedule and Implementation Price:

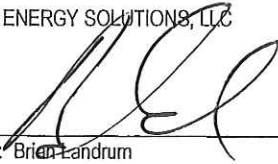
ORIGINAL SUBSTANTIAL COMPLETION DATE:	
CURRENT SUBSTANTIAL COMPLETION DATE BY PRIOR CONTRACT CHANGES:	
REVISED ESTIMATED SUBSTANTIAL COMPLETION DATE (if applicable):	
ORIGINAL IMPLEMENTATION PRICE:	\$
AMOUNT OF PRIOR CHANGE ORDERS (if applicable):	\$
ADDITIONAL IMPLEMENTATION PRICE (due to change order)(if applicable):	\$
REDUCED IMPLEMENTATION PRICE (due to change order)(if applicable):	\$
REVISED IMPLEMENTATION PRICE:	\$

It is hereby understood that, upon authorization of this Change Order by the Customer, the Company shall implement the above-referenced Change(s). The above adjustments to the Substantial Completion Date and/or Implementation Price will constitute a full and complete settlement for the Change(s) and all issues related thereto. Except as set forth in this Change Order, and in any other contract changes and written amendments signed by the Customer, the Master Agreement shall remain in full force and effect.

Changes in the Services, Implementation Price, or Substantial Completion Date may be authorized only by a Change Order duly executed by each Party's designated representative. Without a duly executed Change Order, the original scope of Services under the applicable SOW shall remain in full force and effect.

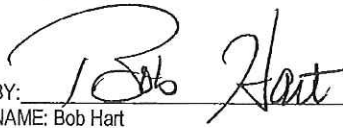
This Change Order is being provided by the Company to the Customer, acknowledging acceptance of the modification(s) specified in this Change Order, and the Master Agreement, which is incorporated herein. The Customer has examined and carefully studied all of this Change Order, including the Master Agreement and all exhibits, appendices, specifications, terms and conditions thereto, and hereby agrees to be bound by any and all terms, conditions, and obligations set forth therein. THIS FORM IS HEREBY ISSUED BY COMPANY TO THE CUSTOMER AS OF THE EFFECTIVE DATE OF CHANGE ORDER INDICATED ABOVE.

GEXA ENERGY SOLUTIONS, LLC

BY: 
NAME: Brian Landrum
TITLE: President



CITY OF CORINTH

BY: 
NAME: Bob Hart
TITLE: City Manager



Statement of Work #1

City of Corinth, TX	November 1, 2018	(940) 498-3243	Email address
			Shea.Rodgers@cityofcorinth.com
3300 Corinth Parkway		Corinth, TX	76208

This Statement of Work #1 (the "SOW"), effective the date last signed below, by between the customer named above ("Customer") and Gexa Energy Solutions, LLC ("Company"), is governed by the November 1, 2018 Agreement for Energy Efficiency Services (the "Agreement"), and subject to the Customer Responsibility Sheet attached hereto as SOW Attachment A, incorporated herein by reference. Capitalized terms not defined in the Statement of Work shall have the meaning set forth in the Agreement.

Services:

- Perform detailed analysis for identifying lighting renovations at Customer's City Hall and design for installation of two (2) mini-split HVAC units to be installed in IT closets at Customer's Public Safety Building. This detailed analysis will culminate in a report outlining the specific scopes of work, their estimated energy and maintenance savings and the cost to implement UCRMs. The generation of this detailed report will take no longer than 45 calendar days after the date of this SOW. Further, should the Customer choose to move forward with and pay for installation by Company of all UCRMs recommended in connection with the report, the price for the report, as set forth below, will be absorbed by the Company.

Price:

- Subject to the last sentence of the Services section above, the price for the services is: Four Thousand Five Hundred Dollars (\$4,500.00), exclusive of any applicable taxes and fees.

By signing below, Customer authorizes the System and Services, and agrees to be bound by the terms of this SOW, including Attachment A.

GEXA ENERGY SOLUTIONS, LLC

BY: [Signature]
NAME: Brian Landrum
TITLE: President
DATE: 11-6-18

CITY OF CORINTH

BY: [Signature]
NAME: Bob Hart
TITLE: City Manager
DATE: 11-05-18





SOW ATTACHMENT A

CUSTOMER RESPONSIBILITY SHEET

1. Customer understands that this process will involve some coordination and involvement on Customer's part (i.e. coordinating appointments with contractors, allowing gate, door and property access, etc.)
2. Customer agrees to notify Company prior to Contract execution of any existing conditions known to Customer that might interfere with the installation of the System. Customer understands that identification of any such items subsequent to contract execution may require a change order should those items interfere with the installation. Company will notify Customer following the identification of any such conditions.
3. Customer acknowledges that Company does not repaint, re-plaster (stucco), replace drywall or perform other superficial modifications to the Site in areas modified during the installation.
4. Customer understands that Company does not control the governing authority's inspection schedules. Customer acknowledges that the cost of two inspections, if applicable, have been included in the Contract for both the electrical and fuel permits, as applicable. Customer agrees to pay for any additional costs incurred by Company for extra inspections that are not the result of Company's fault or the fault of any of Company's subcontractors. Company will notify customer of any such extra inspections and will provide documentation supporting any additional costs incurred.
5. Customer agrees to have any pre-existing conditions identified during the inspection process corrected at Customer's sole expense (previous electrical wiring not up to code, problems in breaker boxes, etc.).
6. Other:

Statement of Work #2

Customer Name:	Customer Phone:	Customer Email address:
City of Corinth, TX	(940) 498-3243	Shea.Rodgers@cityofcorinth.com
Customer Address:	City, State	Zip
3300 Corinth Parkway	Corinth, TX	76208

This Statement of Work #2 ("SOW 2"), effective as of the date set forth below, by between the customer named above ("Customer") and Gexa Energy Solutions, LLC ("Company"), is governed by the November 1, 2018 Agreement for Energy Efficiency Services and the First Amendment thereto (hereinafter collectively the "Agreement"), and subject to the Customer Responsibility Sheet attached hereto as SOW Attachment A. Capitalized terms not defined in the Statement of Work shall have the meaning set forth in the Agreement. This SOW is hereby made a part of the Agreement.

1. Services:

Company will perform a lighting retrofit as outlined in the Utility Assessment Report , dated December 13, 2018 ("UAR"), incorporated into this SOW by reference; provided, however that the following parts of such UAR are expressly excluded from, and are not a part of, the Services under this SOW: (a) all work referenced in Section 4 of the UAR report with respect to the UCRM "Add Alternate Project Summary Dimmable LED Lighting in the City Hall Council Chamber"; and (b) all work with respect to the installation of "2 Mini Split HVAC units in IT Closets at the Public Safety Building". Energy and operational savings stated in the UAR are for customer use and reference and are not guaranteed by the Company.

2. Price:

Customer shall pay Company the amount of Ninety Eight Thousand One Hundred Eleven and No/100 Dollars (\$98,111.00). Such amount shall be paid to Company in accordance with the terms of the Agreement

By signing below, Customer authorizes the System and Services, and agrees to be bound by the terms of this Statement of Work, including Attachment A.

GEXA ENERGY SOLUTIONS, LLC

CITY OF CORINTH

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SOW ATTACHMENT A

CUSTOMER RESPONSIBILITY SHEET

1. Customer understands that this process will involve some coordination and involvement on Customer's part (i.e. coordinating appointments with contractors, allowing gate, door and property access, etc.)
2. Customer agrees to notify Company prior to execution of SOW2 of any existing conditions known to Customer that might interfere with the installation of the System. Customer understands that identification of any such items subsequent to SOW2 execution may require a change order should those items interfere with the installation. Company will notify Customer following the identification of any such conditions.
3. Customer acknowledges that Company does not repaint, re-plaster (stucco), replace drywall or perform other superficial modifications to the Site in areas modified during the installation.
4. Customer understands that Company does not control the governing authority's inspection schedules. Customer acknowledges that the cost of two inspections, if applicable, have been included in the cost for SOW2 for both the electrical and fuel permits, as applicable. Customer agrees to pay for any additional costs incurred by Company for extra inspections that are not the result of Company's fault or the fault of any of Company's subcontractors. Company will notify Customer of any such extra inspections and will provide documentation supporting any additional costs incurred.
5. Customer agrees to have any pre-existing conditions identified during the inspection process corrected at Customer's sole expense (previous electrical wiring not up to code, problems in breaker boxes, etc.). Other:

Customer Initials: _____

First Amendment to Agreement for Energy Efficiency Services

This First Amendment to the Agreement for Energy Efficiency Services (“**First Amendment**”) is made and entered into as of January 1, 2019 (“**Effective Date**”), by and between Gexa Energy Solutions, LLC (the “**Company**”), a Delaware limited liability company, TX Charter ID No.801909660, and the City of Corinth, Texas (the “**Customer**”), a home rule municipality. Company and Customer are collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

RECITALS:

Whereas, the Parties entered into an Agreement for Energy Efficiency Services, which became effective as of November 1, 2018 (the “Agreement”); and

Whereas, the Parties desire to enter into this First Amendment to the Agreement (the “First Amendment”) in order to change the provision regarding the term of the Agreement set forth in Section 2.0 of the Agreement; and

Whereas, the Parties have agreed that all other terms of the Agreement not expressly amended hereby shall remain in full force and effect.

NOW THEREFORE, the Agreement is hereby amended as follows:

I.

INCORPORATION OF PREMISES

The foregoing premises are true and correct and are incorporated into this Agreement as if fully set forth herein.

II.

AMENDMENT:

2.01. Section 2.0, “Scope and Term” of the Agreement shall be amended to be and read in its entirety as follows:

2.0. Scope and Term. Subject to the terms and conditions of this Agreement, the Company agrees to furnish to the Customer, and the Customer agrees to purchase and receive from the Company, certain Services at the Customer’s specified Service Locations pursuant to a SOW that is attached to or references this Agreement. This Agreement is effective on the Effective Date and shall remain in effect until terminated by either Party upon thirty (30) days’ prior written notice to the other, except that (i) this Agreement shall remain in effect with respect to any SOW entered into prior to the effective date of such termination until both Parties have fulfilled all obligations with respect to such SOW, except to the extent the SOW is being terminated as well, and (ii) such termination shall not affect or excuse the performance by either Party under any provision of this Agreement which survives any such termination. A SOW under this Agreement becomes effective on its effective date with service commencing as of the date(s) specified therein, and shall continue for the term stated therein.

III.

EFFECTIVE DATE OF FIRST AMENDMENT

The effective date of this First Amendment to the Agreement shall be the date set forth hereinabove. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement. This First Amendment may be signed by either Party or both Parties manually or electronically. The Agreement, as amended by this First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereby agree to be bound by the terms and conditions of this First Amendment as set forth herein. ,

GEXA ENERGY SOLUTIONS, LLC

CITY OF CORINTH

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CONSENT ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 01/24/2019
Title: Approval of ILA with City of Lake Dallas
Submitted For: Bob Hart, City Manager
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: Yes
Legal Review: N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Regional Cooperation

AGENDA ITEM

Consider and act on the approval of an Interlocal Agreement with the City of Lake Dallas for cooperative purchasing.

AGENDA ITEM SUMMARY/BACKGROUND

Chapter 271, Subchapters D and F of the Local Government Code permits local governments to enter into agreements with other public agencies in the interest of cooperatively sharing resources for their mutual benefit and take advantage of potential cost savings for various goods and services.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between the City of Corinth and the City of Lake Dallas.

Attachments

ILA - Lake Dallas

**COOPERATIVE PURCHASING PROGRAM AGREEMENT BY AND
BETWEEN THE CITY OF LAKE DALLAS CREEK AND THE CITY OF
CORINTH, TEXAS**

This Interlocal Agreement ("the Agreement") is made and entered into by and between the CITY OF LAKE DALLAS, (hereinafter referred to as "LAKE DALLAS") and the CITY OF CORINTH (hereinafter referred to as "CORINTH") municipal corporations, each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials.

WHEREAS, this Agreement is authorized by Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments, to purchase goods or services off contracts existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, LAKE DALLAS and CORINTH wish to enter into this Agreement to set forth the terms and conditions upon which they may purchase various goods and services commonly utilized by each entity, and may purchase goods and services from vendors under present and future contracts; and

WHEREAS, participation in this Agreement will be highly beneficial to the taxpayers of LAKE DALLAS and CORINTH through the anticipated savings to be realized and is of mutual concern to the parties; and

WHEREAS, LAKE DALLAS and the CORINTH have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, LAKE DALLAS and CORINTH, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. This Agreement shall be effective upon execution by both parties. This agreement shall be in full force and effect until terminated by either party upon thirty (30) days written notice to the other party.

2. LAKE DALLAS agrees to participate in the CORINTH cooperative purchasing program, and agrees that it may buy goods and services from those vendors that CORINTH solicits for competitive bids. LAKE DALLAS also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by CORINTH, and CORINTH shall not be a party to the agreement between the vendor and LAKE DALLAS. CORINTH shall have no obligations for payment to vendor for any services or goods incurred by any other party than CORINTH. Any payments owed the vendor for services or goods shall be paid directly by LAKE DALLAS. LAKE DALLAS will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

3. CORINTH agrees to participate in the LAKE DALLAS cooperative purchasing program, and agrees that it may buy goods and services from those vendors that LAKE DALLAS solicits for competitive bids. CORINTH also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by LAKE DALLAS, and LAKE DALLAS shall not be a party to the agreement between the vendor and CORINTH. LAKE DALLAS shall have no obligations for payment to vendor for any services or goods incurred by any other party than LAKE DALLAS. Any payments owed the vendor for services or goods shall be paid directly by CORINTH. CORINTH will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

5. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

LAKE DALLAS

City Manager
212 Main St.
Lake Dallas, TX 75065
Telephone: (940) 497-2226

CORINTH

City Manager
3300 Corinth Parkway
Corinth, TX 76208
Telephone: (940) 498-3243

7. The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

8. This Agreement shall be governed by the laws of the State of Texas and any action relating to this Agreement shall be filed in district court in Denton County, Texas Exclusive venue.

9. Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use to any property arising out of or in connection with this Agreement.

LAKE DALLAS AND CORINTH agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to LAKE DALLAS or CORINTH under Texas law and

without waiving any defenses of LAKE DALLAS or CORINTH under Texas law. The provisions of this section are solely for the benefit of LAKE DALLAS and CORINTH and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10. This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by both parties.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____, 2019, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS:

BY:

City Manager

Date

City Secretary

Date

CITY OF CORINTH, TEXAS

Bob Hart, City Manager

Date

ATTEST:

Kimberly Pence, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CONSENT ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 01/24/2019
Title: Approval of ILA with Town of Hickory Creek
Submitted For: Bob Hart, City Manager **Submitted By:** Lee Ann Bunselmeyer, Director
Finance Review: Yes **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Regional Cooperation

AGENDA ITEM

Consider and act on the approval of an Interlocal Agreement with the Town of Hickory Creek for cooperative purchasing.

AGENDA ITEM SUMMARY/BACKGROUND

Chapter 271, Subchapters D and F of the Local Government Code permits local governments to enter into agreements with other public agencies in the interest of cooperatively sharing resources for their mutual benefit and take advantage of potential cost savings for various goods and services.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between the City of Corinth and the Town of Hickory Creek.

Attachments

ILA-Hickory Creek

**COOPERATIVE PURCHASING PROGRAM AGREEMENT BY AND
BETWEEN THE TOWN OF HICKORY CREEK AND THE CITY OF
CORINTH, TEXAS**

This Interlocal Agreement ("the Agreement") is made and entered into by and between the TOWN OF HICKORY CREEK, (hereinafter referred to as "HICKORY CREEK") and the CITY OF CORINTH (hereinafter referred to as "CORINTH") municipal corporations, each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials.

WHEREAS, this Agreement is authorized by Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments, to purchase goods or services off contracts existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, HICKORY CREEK and CORINTH wish to enter into this Agreement to set forth the terms and conditions upon which they may purchase various goods and services commonly utilized by each entity, and may purchase goods and services from vendors under present and future contracts; and

WHEREAS, participation in this Agreement will be highly beneficial to the taxpayers of HICKORY CREEK and CORINTH through the anticipated savings to be realized and is of mutual concern to the parties; and

WHEREAS, HICKORY CREEK and the CORINTH have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, HICKORY CREEK and CORINTH, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. This Agreement shall be effective upon execution by both parties. This agreement shall be in full force and effect until terminated by either party upon thirty (30) days written notice to the other party.

2. HICKORY CREEK agrees to participate in the CORINTH cooperative purchasing program, and agrees that it may buy goods and services from those vendors that CORINTH solicits for competitive bids. HICKORY CREEK also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by CORINTH, and CORINTH shall not be a party to the agreement between the vendor and HICKORY CREEK. CORINTH shall have no obligations for payment to vendor for any services or goods incurred by any other party than CORINTH. Any payments owed the vendor for services or goods shall be paid directly by HICKORY CREEK. HICKORY CREEK will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

3. CORINTH agrees to participate in the HICKORY CREEK cooperative purchasing program, and agrees that it may buy goods and services from those vendors that HICKORY CREEK solicits for competitive bids. CORINTH also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by HICKORY CREEK, and HICKORY CREEK shall not be a party to the agreement between the vendor and CORINTH. HICKORY CREEK shall have no obligations for payment to vendor for any services or goods incurred by any other party than HICKORY CREEK. Any payments owed the vendor for services or goods shall be paid directly by CORINTH. CORINTH will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

5. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

HICKORY CREEK

Town Administrator
1075 Ronald Reagan Ave.
Hickory Creek, TX 75065
Telephone: (940) 497-2528

CORINTH

City Manager
3300 Corinth Parkway
Corinth, TX 76208
Telephone: (940) 498-3243

7. The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

8. This Agreement shall be governed by the laws of the State of Texas and any action relating to this Agreement shall be filed in district court in Denton County, Texas Exclusive venue.

9. Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use to any property arising out of or in connection with this Agreement.

HICKORY CREEK AND CORINTH agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement, without waiving

any governmental immunity available to HICKORY CREEK or CORINTH under Texas law and without waiving any defenses of HICKORY CREEK or CORINTH under Texas law. The provisions of this section are solely for the benefit of HICKORY CREEK and CORINTH and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10. This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by both parties.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____, 2019, in duplicate originals.

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:

BY:

Town Administrator

Date

Town Secretary

Date

CITY OF CORINTH, TEXAS

Bob Hart, City Manager

Date

ATTEST:

Kimberly Pence, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CONSENT ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 01/24/2019
Title: Approval of ILA with City of Shady Shores
Submitted For: Bob Hart, City Manager **Submitted By:** Lee Ann Bunselmeyer, Director
Finance Review: Yes **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Regional Cooperation

AGENDA ITEM

Consider and act on the approval of an Interlocal Agreement with the Town of Shady Shores for cooperative purchasing.

AGENDA ITEM SUMMARY/BACKGROUND

Chapter 271, Subchapters D and F of the Local Government Code permits local governments to enter into agreements with other public agencies in the interest of cooperatively sharing resources for their mutual benefit and take advantage of potential cost savings for various goods and services.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement between the City of Corinth and the Town of Shady Shores.

Attachments

ILA-Shady Shores

**COOPERATIVE PURCHASING PROGRAM AGREEMENT BY AND
BETWEEN THE TOWN OF SHADY SHORES AND THE CITY OF CORINTH,
TEXAS**

This Interlocal Agreement ("the Agreement") is made and entered into by and between the TOWN OF SHADY SHORES, (hereinafter referred to as "SHADY SHORES") and the CITY OF CORINTH (hereinafter referred to as "CORINTH") municipal corporations, each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials.

WHEREAS, this Agreement is authorized by Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments, to purchase goods or services off contracts existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, SHADY SHORES and CORINTH wish to enter into this Agreement to set forth the terms and conditions upon which they may purchase various goods and services commonly utilized by each entity, and may purchase goods and services from vendors under present and future contracts; and

WHEREAS, participation in this Agreement will be highly beneficial to the taxpayers of SHADY SHORES and CORINTH through the anticipated savings to be realized and is of mutual concern to the parties; and

WHEREAS, SHADY SHORES and the CORINTH have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, SHADY SHORES and CORINTH, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. This Agreement shall be effective upon execution by both parties. This agreement shall be in full force and effect until terminated by either party upon thirty (30) days written notice to the other party.

2. SHADY SHORES agrees to participate in the CORINTH cooperative purchasing program, and agrees that it may buy goods and services from those vendors that CORINTH solicits for competitive bids. SHADY SHORES also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by CORINTH, and CORINTH shall not be a party to the agreement between the vendor and SHADY SHORES. CORINTH shall have no obligations for payment to vendor for any services or goods incurred by any other party than CORINTH. Any payments owed the vendor for services or goods shall be paid directly by SHADY SHORES. SHADY SHORES will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

3. CORINTH agrees to participate in the SHADY SHORES cooperative purchasing program, and agrees that it may buy goods and services from those vendors that SHADY SHORES solicits for competitive bids. CORINTH also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by SHADY SHORES, and SHADY SHORES shall not be a party to the agreement between the vendor and CORINTH. SHADY SHORES shall have no obligations for payment to vendor for any services or goods incurred by any other party than SHADY SHORES. Any payments owed the vendor for services or goods shall be paid directly by CORINTH. CORINTH will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

5. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

SHADY SHORES

Mayor
101 S. Shady Shores Rd.
Shady Shores, TX 76208
Telephone: (940) 498-0044

CORINTH

City Manager
3300 Corinth Parkway
Corinth, TX 76208
Telephone: (940) 498-3243

7. The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

8. This Agreement shall be governed by the laws of the State of Texas and any action relating to this Agreement shall be filed in district court in Denton County, Texas Exclusive venue.

9. Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use to any property arising out of or in connection with this Agreement.

SHADY SHORES AND CORINTH agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement, without waiving

any governmental immunity available to SHADY SHORES or CORINTH under Texas law and without waiving any defenses of SHADY SHORES or CORINTH under Texas law. The provisions of this section are solely for the benefit of SHADY SHORES and CORINTH and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10. This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by both parties.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____, 2019, in duplicate originals.

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, TEXAS:

BY:

Mayor

Date

Town Secretary

Date

CITY OF CORINTH, TEXAS

Bob Hart, City Manager

Date

ATTEST:

Kimberly Pence, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

BUSINESS ITEM 6.

City Council Regular and Workshop Session

Meeting Date: 01/24/2019
Title: Notice of Intent
Submitted For: Bob Hart, City Manager
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: Yes
Legal Review: N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development

AGENDA ITEM

Consider and adopt a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street, waterworks and sewer system and municipal drainage improvements; and resolving other matters relating to the subject.

AGENDA ITEM SUMMARY/BACKGROUND

This provides the Notice of Intention to Issue City of Corinth Certificates of Obligation, Series 2019, as required by state law. To issue the certificates for the Capital Improvement Program for the current fiscal year, the City Council must adopt the attached "Intent to Sell" resolution at least 30 days prior to the sale. The notice will be published on January 29 and February 5, 2019. The certificates are being sold for an amount not to exceed \$21 million in bond proceeds for 1) Constructing and improving streets and roads and associated water, wastewater and drainage costs associated with the street improvements 2) drainage mitigation 3) Improvements to the water and sanitary sewer systems 4) water storage tank and will include the costs of issuance.

The specific projects include: Lynchburg Creek Flood Mitigation (\$1,000,000), Lake Sharon FM2499 (\$2,000,000), Lake Sharon/Dobbs Realignment (\$3,500,000), Quail Run Realignment (\$2,000,000), Parkridge (\$3,500,000), 1.0 MG Quail Run Water Tank (\$5,000,000), Quail Run Water Line (\$3,000,000).

The timeline for the issue is:

January 24, 2019	Council adopts "Intent to Sell" resolution
January 29, 2019	1st Notice of Intent Published
February 5, 2019	2nd Notice of Intent Published
February 4-8, 2019	Rating Conference Call/Meetings
February 20, 2019	Receive Ratings & Insurance Bids
March 7, 2019	Receive Pricing
March 7, 2019	Council Passes Ordinance Authorizing Issuance of Certificate of Obligation's
April 4, 2019	Certificate Closing & Delivery of Funds to the City

RECOMMENDATION

Staff recommends approval of the resolution for the "Intent to Sell" certificates of obligation.

Attachments

Resolution

RESOLUTION NO. _____

**RESOLUTION DIRECTING PUBLICATION OF NOTICE
OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION**

WHEREAS, this City Council deems it advisable to give notice of intention to issue combination tax and revenue certificates of obligation of the City of Corinth, Texas, as hereinafter provided;

WHEREAS, this City Council finds and determines that such projects are necessary and in the public interest of the City to provide public facilities and equipment for authorized needs and purposes;

WHEREAS, this City Council deems it advisable to give notice of intention to issue combination tax and revenue certificates of obligation of the City of Corinth, Texas, as hereinafter provided;

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of expenditures in connection with the design, planning, acquisition and construction of the projects described in Exhibit A attached hereto (the "Projects") will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the Certificates of Obligation to finance the Projects; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto is a form of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be at least 30 days prior to the date tentatively set for the adoption of the ordinance authorizing the issuance of such Certificates of Obligation as shown in said notice.

Section 3. That all costs to be reimbursed pursuant to this Resolution will be preliminary expenditures or capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the original expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. The City Council hereby authorizes and directs the Mayor, City Manager, City Secretary, Director of Finance and all other officers, employees and agents of the City, in consultation with the City Attorney, if necessary, to do and perform all such acts and to execute, acknowledge and deliver in the name and on behalf of the City such documents, agreements, certificates and other instruments, whether or not mentioned in this Resolution, as may be necessary or desirable in order to

carry out the terms, provisions and actions provided for in this Resolution and in connection with the issuance of the Certificates of Obligation.

Section 5. This Resolution shall become effective immediately upon adoption.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE _____.

Mayor

City Secretary

[CITY SEAL]

EXHIBIT A

CITY OF CORINTH, TEXAS
NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Corinth, Texas, at its meeting to commence at 7:00 P.M. on March 7, 2019, at its regular meeting place in the City Hall, 3300 Corinth Parkway, Corinth, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$21,000,000, for paying all or a portion of the City's contractual obligations incurred in connection with:

(i) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage and including acquiring land and interests in land therefor;

(ii) constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system, including the acquisition, construction and equipment of water storage facilities;

(iii) constructing and equipping municipal drainage improvements, including flood control and flood mitigation improvements; and

(iv) paying legal, fiscal and engineering fees in connection with such projects.

The City proposes to provide for the payment of such combination tax and revenue certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from a limited pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with any of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

CITY OF CORINTH, TEXAS